



**Addendum No. 2 dt. 02.11.2016 to**

**Bid Document No. MM-11011(11)/4/2016-DGH/ENQ-046 for Supply, Installation, Integration with existing software & Commissioning of Computer Hardware (Servers, Storage etc) for G & G Data centre at DGH.**

DGH has received following queries /Clarifications / modifications requests from various prospective bidders. Vendor names are masked to protect privacy. After careful examination of the same, DGH has gives its reply as in the last column of the table below. Please be guided accordingly, while making your bid.

**The Bid closing / opening date is also extended by two weeks to read as 17.11.16 in place of 03.11.16**

**A . Queries from Vendor “A”**

SI. No.	Clause	Page No.	As in Tender /Modifications Requested	Vendor's Queries	DGH's Comments
<b>Annexure I -Instructions to Bidders</b>					
1.	7.11	6	The clause to be read as follows: The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions as laid down in this bidding document are acceptable to it in toto.	No Query	No Change
2.	28	13	Delete "The DGH also reserves to itself the right to accept any bid in part or split the order between two or more bidders."	We would request DGH to remove the condition as our pricing is based on total quantities as specified in tender.	The evaluation of the bids is on the basis of the total value ( see page 27/54 of the tender) and award of contract will be made accordingly (see page 13/54 of the tender).
<b>Appendix-3 &amp; 4.</b>					
Bidder reserves to make changes in the format in case where bidder's banker proposes the same					DGH is receiving BG's from various banks in the referred format. Hence, no change is envisaged.
<b>Annexure-III: General Terms and Conditions</b>					
3	1.1.7(New clause)		"External Software" means stand-alone, off-the-shelf, third party software delivered with the Equipment/Materials/ Goods.		Regret inability to modify. Existing clause remains unchanged.

			"Proprietary Information" means Contractor software (including all enhancements, updates, corrections, derivative works and other modifications thereto); Documentation, diagnostic software; Equipment design information; Company supplied printed materials; Visually transmitted information; and any modifications or components thereof, whether made by Contractor or DGH.		
4	2.3	30	Line 4, replace "to the entire satisfaction of DGH" with "as per Scope of supply (Annexure-IV)"	The design and delivery of the equipment shall be as per scope of supply. Request you to consider the modified language.	Regret inability to modify. Existing clause remains unchanged.
5.	3.2	31	Request for replacement of clause with following: Contractor cannot and does not guarantee the accuracy or correctness of any data/drawings/recommendations / opinions made to DGH. DGH shall indemnify the Contractor and shall be liable for all decisions taken by you or any third party on the basis of such recommendations / opinions.		Regret inability to modify. Existing clause remains unchanged.
6	4.1&4.2	31	Contractor has taken certain exceptions and the bid is based on the same. Request DGH to incorporate the changes as part of tender as our acceptance to the tender is subject to DGH's inclusion of same in tender conditions.		If any of the vendor's deviations are accepted, the same would be made part of the tender by way of addendum. No Change in existing clause.
7	7	32	Request for deletion of the whole clause	We shall not be able to take responsibility of products/ services from other manufacturer.	Regret inability to modify. Existing clause remains unchanged.
8	9.3(new sub clause)		External Software. DGH accept any External Software "As Is". However, Contractor will pass through any applicable third party <i>vendor's</i> warranties for External Software supplied by Contractor to DGH as the end user, and DGH agree that this is DGH's exclusive remedy.  Limitations. Contractor's sole responsibility under these warranties will be to provide the Equipment/Materials/Goods, described in the Quotation or Agreement with DGH. Warranties do not apply to: (a) any products other than Products listed in the Quotation or Agreement; or (b) conditions resulting from improper use or storage of the Equipment/Materials/Goods or	Request you to consider disclaimer as to warranties.	Regret inability to insert new clause.

			<p>operation of the Equipment/Materials/Goods outside the specified environmental conditions; or (c) conditions resulting from causes external to the Equipment/Materials/Goods after delivery; or (d) conditions resulting from modifications to the Equipment/Materials/Goods other than modifications made by Contractor or Contractor's service vendor; or (e) conditions resulting from DGH's movement of the Equipment/Materials/Goods; or (f) Equipment/ Materials/ Goods from which Contractor's or Contractor's service vendor's serial numbers <i>have been removed</i></p> <p>Disclaimer of Warranties. Except as expressly stated herein, CONTRACTOR MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE EQUIPMENT/MATERIALS/GOODS PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.</p>		
9	11	34	Line 11-15, request for deletion: "the goods shall be ... balance to the supplier"	We should not be liable to pay storage cost	Regret inability to modify. Existing clause remains unchanged.
10	12.2	34	Request for clarification on term "paying authority"		DGH is the paying authority
11	15.1	35	<p>The clause to be modified as follows:</p> <p>If DGH finds that material supplied are not of the correct quality or not according to specifications required as started in scope of supply, DGH shall notify supplier in accordance with clause no. 9.2 in case, supplier fails to rectify / replace/modify the Equipment/Materials/Goods within the time line stated <del>or otherwise not satisfactory owing to any reason of which DGH will be the sole judge</del>, DGH will be entitled to reject material, and cancel the contract and <del>buy its requirement in the open market at the risk and cost of Supplier, reserving always to itself the right to forfeit the performance security/ Performance Bond Placed by the SUPPLIER for the due fulfillment of the contract</del></p>		Regret inability to modify. Existing clause remains unchanged.
12	21	37	<p>Insert new paragraph:</p> <p>Contractor shall not be liable under clause 21 for any patent or copyright infringement or claim thereof based upon (a) Contractor's compliance with DGH'S specifications, where such specifications require Contractor to modify an Equipment/Materials/Goods or Service; (b) the combination of the Equipment/Materials/Goods or Service with other items or services not furnished or approved in writing by Contractor; (c) any unauthorized addition to or modification of the Equipment/Materials/Goods, or alteration of the Services at the</p>	<p>It's a standard industry practice</p> <p>We request to insert exceptions in case where we shall not be able to indemnify for infringement</p>	Regret inability to modify. Existing clause remains unchanged.

			request of DGH: or (d) any use of the Equipment/Materials/Goods in the performance of a method or process (practice of a process), except where such practice is solely completed by or within the Equipment/Materials/Goods. DGH shall defend and hold Contractor harmless against any expense, judgment or loss for alleged infringement of any patent, copyright or other proprietary right which results from a claim based upon (a), (b) (c) or (d).		
13	29	40	Insert New clause:  Road permits for entry and exit of hardware and goods will be provided by the client.	Vendor is not registered in UP and therefore, road permits /waybill will be provided by the client	Road Permits for entry of goods against purchase order on suppliers outside UP would be provided by DGH. Supplier / Contractor has to approach DGH at least 7 working days in advance, together with required documents for the same.
14	29	40	Kindly clarify:  No deduction of WHT on supply of hardware.	Client to clarify that it will not deduct any WHT on supply of hardware as WHT /TDS is applicable only on services.	Noted. WHT / TDS will be as per extant rules.
15	33	42	Request to reword the clause as follows: The total liability of the supplier arising <u>under this agreement including but not limited to liability arising</u> out of sale or use of the equipment/material/goods supplied by them, if the same is found defective, shall be limited to the contract value of such defective unit(s) and associated tools. In no event shall either party be liable to the other whether in contract, tort or otherwise for any consequential loss or damage, loss of use, loss of production, or loss of profit or interest costs or environmental pollution damage whatsoever arising.		Regret inability to modify. Existing clause remains unchanged.
16	New clause		Request for insertion of following: Ownership and Protection of Proprietary Information <ul style="list-style-type: none"> <li>• All title, ownership and Intellectual Property rights and Proprietary Information in and to the Equipment/Materials/Goods and any modifications, improvements, enhancements or derivative works of the Equipment/Materials/Goods will vest and remain with Contractor or Contractor's licensors or suppliers.</li> <li>• DGH agree to use DGH's best efforts to safeguard the Intellectual Property and Proprietary Information in the Equipment/Materials/Goods as DGH would DGH's own</li> </ul>		Regret inability to insert new clause as requested.

		<p>confidential information. DGH will disclose the Proprietary Information only to its employees on a need-to-know basis. DGH will maintain adequate internal procedures, including appropriate binding agreements with DGH's employees, to protect the Proprietary Information in the same way as DGH protect its own confidential proprietary information. If this Agreement is cancelled or terminated, DGH agree to return or destroy, at Contractor's direction, all such Proprietary Information.</p> <ul style="list-style-type: none"> <li>• The confidentiality obligations contained in this Article 7 do not apply to Proprietary Information which is: (a) rightfully in DGH's possession prior to the time it is received from Contractor, (b) provided by Contractor to others free of any restrictions on disclosure and use, (c) provided to DGH by a third party who has an authorized and unrestricted right to disclose, or (d) independently developed by DGH without breach of this Agreement.</li> </ul>		
17	New clause	<p>Contractor and DGH hereby agree to release, protect, defend, indemnify and hold each other and their respective officers, directors, employees, contractors, agents, and invitees harmless from and against any and all liability, claims, demands, proceedings and causes of action resulting from: (a) the death or illness of or injury to any of their respective personnel, regardless of the cause of such death, illness or injury; and (b) the loss of or damage to their respective property, and the property of their respective affiliates and sub-contractors, and their respective officers, directors, employees, contractors, agents, and invitees. The liability limitations in this section will apply regardless of whether: (i) Contractor has been advised of the possibility of the corresponding liability, (ii) the services were intended to prevent the events that gave rise to the claimed liability, or (iii) the claimed liability is based on breach of contract or warranty, negligence (sale or concurrent, active or passive). strict liability, failure of essential purpose or any other legal or equitable theory.</p>	<p>We request for insertion of mutual hold harmless principal as services involve require involvement of our employee.</p>	<p>New clause will be inserted in Annexure-III, as under:</p> <p><b>34. INDEMNITY AGREEMENT</b>  <b>34.1 INDEMNITY BY CONTRACTOR</b></p> <p>Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified DGH, its CONTRACTORS (other than the CONTRACTOR) and/or sub-CONTRACTORS and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses(including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the</p>

					<p>CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :</p> <p>a) personal injury, illness or death of :</p> <p>(i) any of CONTRACTOR's or subCONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of DGH); and</p> <p>(ii) subject to clause 34.2 (a) (i) any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel and</p> <p>b) loss or damage to :</p> <p>(i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of DGH); or</p> <p>(ii) subject to clause 34.2 (b) (i) any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or</p>
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					<p>subCONTRACTOR's personnel.</p> <p>34.2 Indemnity by DGH</p> <p>Unless otherwise specified elsewhere in this CONTRACT, DGH shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires. SubCONTRACTORS of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :</p> <p>a) personal injury, illness or death of</p> <p>(i) any employee of the DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR);</p> <p>(ii) subject to clause 34.1 (a)</p> <p>(i) any other person to the extent that the injury, illness or death is caused by the negligence or fault of DGH ; and</p> <p>b) any loss or damage to :</p> <p>(i) any property owned, hired or supplied by DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR); except to the extent that such property is in the care or custody of CONTRACTOR in connection with the work under the</p>
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					<p>CONTRACT.</p> <p>(ii) Subject to clause 34.1 (b)</p> <p>(i) any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of DGH.</p>
<b>Annexure IV-Scope of Supply &amp; Technical Specification</b>					
18.	6.vi	51	DGH shall at all times be responsible for the product(s) provided by DGH and for providing back-up for all software applications and data files. It is clearly understood that the Supplier shall have no liability for loss, damage or destruction to any of DGH's data, except in the case of intentional misconduct, in which case the Supplier's sole liability is limited to the costs of recovering and reloading the data from the most recent database back-up. In no event shall the Supplier ever be liable for reacquiring DGH's data.		Point is noted. The Back-up S/w should meet all the functionalities as per details given in ( J ) clause of Back-up Software at Page No: 49 of Anex-IV (Scope of Supply and Tech Specs). The Back-up S/w should be able to completely restore the backed up data as and when required/on regular basis.

## **B . Queries from Vendor “B”**

S.No	Vendor Query / Suggestions.	DGH Clarification / Explanation.
1.	Change of Workstation Memory RAM Type LRDIMM ( Load reduced memory module. ) to RDIMM (Registered memory module ).	In view of the criticality of applications and high level of reliability required by client workstations, Memory RAM LRDIMM is considered over RDIMM in terms of performance and output required. Hence, Specification on workstation memory cannot be changed. Workstations with LRDIMM is the technical requirement and Memory RAM Type LRDIMM only will be acceptable

## **C . Queries from Vendor “C”**

S.No	Vendor Query	Vendor’s request	DGH Clarification / Explanation.
1.	SAS/SATA RAID Controller 12 Gb/s, RAID levels 0 , 1 , 10 , 5 , 50 , 6 and 60 , 8 internal ports.	Please Clarify Rraid 50 and Raid 60	Support for RAID Level 50 and 60 are also required as per specifications mentioned in the tender document.
2.	2x 1Gbit network controller onboard; 10G MMF Network Card with Dual ports with SFP+ Modules.	Please clarify if 2x1Gbit network controller and 10G Dual Port Card is required.	Yes, All these Network items are required as per the specifications mentioned in the tender document.
3.	2 X 600GB SAS 15K RPM	600 GB SAS 15K RPM 2.5” HDD SATA III	No Documentary Evidence in support of Claim of



	2.5" HDD SATA III Drive 4 X 512 GB SSD SATA III 2.5" Drive. With Support for upto 8 No's of 2.5" HDD's if required.	Drive is declared as End of Life by most of the OEMs, Hence Please confirm on 2x600Gb SAS 10K RPM	<u>End of Life</u> for this item has been provided by the Vendor to DGH. However if the item is already at end of life phase as communicated by the vendor , then Better alternative has to be provided along with documentary proof confirming that the item quoted is better and not in the End of Life Phase.
4	Backup Software must be present as leaders in latest Gartner's magic quadrant for back up software	It will help DGH to ensure partnering with leading technology providers who have stable product portfolio; to protect today's investment.	The specifications for Back-up software defined vide Clause ( J ) Page:49 of Anex-IV (Scope of Supply and Tech Specs) will remain same and No further changes will be entertained at this stage.
	Back up software should be able to protect the multiple database through inbuilt online agents enabling granular restores. Major DBs like oracle, Exchange, Sybase, Informix, DB2, MS SQL, My SQL, Maria DB, etc and applications like SAP etc across wide range of popular windows / Linux and Unix flavours	Utility companies are moving towards data digitization or big data where consolidation and analytics are playing an important role. Hence our submission to DGH is to evaluate solution which is geared for such applications that are becoming common now-a -days.	
	Back up software must support different visualisation like Vmware, Hyper-V, Citrix, RHEV, OVM in integration with their management console for auto discovery of VM's	Consolidation is a part of IT. Back up software supporting visualization has become preliminary requirement. This will help DGH to protect their investment for future changes.	

#### D . Queries from Vendor "D"

A	50 TB Storage	Required Modification	Remarks/Justification	DGH's Comments
1	The storage should be configured with dual controllers in Active- Active & Active -Passive mode. It should be capable to support NAS and SAN Simultaneously. Storage should be able to support SAN and NAS functionality in the same controller without adding NAS header.	Please change" The storage should be configured with dual controllers in Active-Active mode and LUNs should be able to load balance automatically across all the controllers. It should be capable to support NAS and SAN Simultaneously. Storage should be able to support SAN and NAS functionality in the same controller without adding NAS header."	Storage configuration should always be in Active- Active configuration where in All LUN can be load balanced automatically across controllers. Whereas in Active -Passive controllers all load is shared by One controller only resulting in Performance issues.	No Change in the Specification.
2	The storage should be provided with minimum 48 GB cache across controller.	Please change this to " The storage should be provided with minimum 64 GB cache across controller without any Operating system overhead"	Since SAN and NAS is handled by Same controllers therefore it should be minimum 64GB with any overhead, not to face any	No Change in the Specification.

			performance challenges.	
3	The Storage System should feature File and Block Unified architecture. The Storage System controllers should be in a NSPOF configuration. Storage should be configured with 4 * 1 Gbps port and 2 X 10 Gbps (sfp+) ports per controller for NAS	Please change it to" The Storage System should feature File and Block Unified architecture. The Storage System controllers should be in a NSPOF configuration. Storage should be configured with 4 * 16 Gbps port for SAN and 4 X 10 Gbps ports for NAS"	For SAN Storage can be connected to 16Gbos FC ports and for NAS 10 Gig Ports can be used.	The Number of Ports per controller remains same / unchanged. Storage should be provided with 4 X 1 Gbps port and 2 X 10 Gbps ( spf+) ports per controller for configuring NAS & SAN as per requirement.
4	Storage should be able to support - Boot from SAN - Allow diskless servers to share storage resources.		Please share the Operating systems for SAN Boot	RHEL 6.5 or above to be used as an Operating System for SAN Boot.
5	Storage system should be upgradable to higher model without any data migration.	Please remove this point	This is Proprietry	Storage system should be upgradable ( In terms of performance and Capacity ) to higher model without any data migration.
6	The storage SAN must have min benchmark of SPC-1 IOPS -200000.	Please change this to "The storage SAN family must have min benchmark of SPC-1 IOPS -200000"	Not all Storage systems get certified on SPC benchmark only In one Series gets that.	No Change in the Specification.
7	Storage system should support RAID levels such as 0, 10, 5, 5+0 and 6 (Dual Parity Protection).	Please remove 5+0 since no one uses that in Industry		No Change in the Specification.

A	Workstation	Required Modification	Remarks/Justification	
1	RAID- SAS/SATA RAID Controller 12Gb/s, RAID levels 0, 1, 10, 5, 50, 6 and 60, 8 internal ports	Controller with 6 GBPS with LSI9270 RAID levels 0, 1, 10, 5, 50, 6 and 60, 8 internal ports		Not Applicable & No Change in the Specification.

<b>E . Queries from Vendor “E”</b>			
A. 50 TB Storage - Quantity : 01 No.			
Sl	Specifications	Request for below Change	DGH’s Reply / Explanation
2	The storage should be configured with dual controllers in Active - Active & Active -Passive mode. It should be capable to support NAS and SAN Simultaneously. Storage should be able to support SAN and NAS functionality in the same controller without adding NAS header	The storage should be configured with dual controllers in Active - Active & Active - Passive mode. It should be capable to support NAS and SAN Simultaneously.	No Change in Requirement/Specifications mentioned at S.No 1.
3	The storage should be provided with minimum 48 GB cache across controller.	The storage should be provided with minimum 128 GB cache across controller.	No Change in Requirement/Specifications mentioned at S.No 2.
4	Storage should be configured with 4 * 1 Gbps port and 2 X 10 Gbps (sfp+) ports per controller for NAS.	Storage should be configured with 2 * 10 Gbps iSCSI ports and 2 X 10 Gbps (sfp+) ports per controller for NAS, 2 * 16bps FC ports per controllers for SAN	The Number of Ports per controller remains same / unchanged. Storage should be provided with 4 X 1 Gbps port and 2 X 10 Gbps ( spf+) ports per controller for configuring NAS & SAN as per requirement.
13	The storage SAN must have min benchmark of SPC-1 IOPS -200000.	The storage SAN must have min benchmark of SPC-1 IOPS -100000.	No Change in Requirement/Specifications mentioned at S.No 4.
5	Hard Drive:	1TB PCIe M.2 NVME Solid State Drive(boot drive)(2 Qty.)instead of 4X512 GB SSD SATA III 2.5” Drive because minimum 1 TB boot is required with 512 GB RAM.	No Change in Requirement/Specifications as High Reliability is required through appropriate RAID configuration.
10	Optical Drive.	8 X DVD +/- RW	Noted . The specification for Optical Drive will be read as “ 8X DVD+/- RW ” in place of word ‘DVD’ . This change can be added to Point No 6 of specification table for workstations in the Tender Document at Page 45.
B. Storage. at Page 2			
S.No	Specifications	Request for below Change	DGH Explanation
1	Mentioned at S.No 2 , 4 and 13.	Mentioned at S.No 2 , 4 and 13.	No Change in Requirement/Specifications mentioned at S.No 1. Detailed explanation for these points have already been given at sl. 2,4, & 13 under “E” above..

All other specifications, terms & conditions remain unchanged.

HoD (MM)  
For: Director General of Hydrocarbons