

Annexure – 1
 Clarifications regarding points discussed in Pre-Bid Meeting on 17.06.2015 at 1500 hrs
HIGHLIGHTS OF THE PRE BID MEETING

1. Date of submission : Extended to 17th July, 2015 upto 1500 hrs.
2. Eligibility criteria : Orders placed on OEM systems through an SI will be considered.
3. Change in technical specifications.

The following important points were clarified during the meeting :

Sr. No.	Name of the Agency	As per RFP	Query	Clarification given by IUCAA
1	Mr. Manoj Kumar Roy Business Manager-HPC Lenovo - IBM M : 9867750519	opening date & time 05/07/2015 at 15:30 hrs. Page 4	Requesting IUCAA to give complete one month for bid submission from the date corrigendum is released.	Tender opening date has been revised to 17 th July, 2015 at 1500 hrs
2	Lenovo - IBM	Copies of Agreements, Purchase orders, Installation and Completion certificates, from the clients in India establishing the bidder's capability of undertaking and completing the projects of similar nature Page 13 clause d	In the absence of one of these requested document can a case study be submitted as supporting document along with other available document. Case study gets published only post written consent from client.	No. We need documents as mentioned in the tender. No deviation is allowed. No change in RFP
3	Lenovo - IBM	Copies of Agreements, Purchase orders, Installation and Completion certificates, from the clients in India establishing the bidder's capability of undertaking and completing the projects of similar nature Page 13 clause d	Partner PO and installation report to be allowed for submission as per of technical bid complying to RFP as.	No. IUCAA will accept purchase order /work order/copy of agreement / installation and completion certificate which is in the name of OEM only. No change in RFP, however in case of merger / takeover all legal supporting documents to be enclosed.

4	Lenovo - IBM	Each node should be configured with 2 x 10G Ethernet ports Page 29, Compute node spec	Is both ports of the server need to be configured/ connected on primary 10G switch? What is the bandwidth expected out of both ports ? Is Active – Active NIC bonding needed or Active - Passive Auto Failover needed ?	Only single SFP and Single port is to be connected at this stage. The second port will be kept for future expansion.
5	Lenovo - IBM	o Each node should be configured with 1x 500GB @ 7200 RPM SATA / NL-SAS disk. o Each node should have slots for minimum 2 x disks within the node. Page 29, Compute node spec	Can Disk less Compute nodes be quoted.	No change in RFP
6	Lenovo - IBM	Additional head node over the 4 nodes asked above should be proposed in the solution with 128GB memory only. This head node will be configured with a slightly different set of software to enable provisioning of different OS on need basis. Page 30	Is this ask also optional. Please Confirm	Not optional, should be included in the bid
7	Lenovo - IBM	• Primary Interconnect o 10G Managed Ethernet Switch(es) with L2/L3 capabilities. o Solution can be chassis or multiple switches stacked with 40G stacking bandwidth as per the solution requirement. o Suitable number of Copper or Optical cables as per solution requirement. Page 30	Is Dual Rail NIC Bonded configuration expected. How many stacking ports are needed ? Also is 1:1 non blocking configuration required on primary network.	A single uplink will be present with the compute nodes. Each central managed switch should be stacked with dual 40 Gbps back plane. It could be two 64 port 10 G switches or three 48 port switches based solution i.e the offered network solution should be able to accommodate at least 120 nodes.

8	Lenovo - IBM	<ul style="list-style-type: none"> • Each rack should be proposed with a Power Manager appliance, which should be able to do at least the minimum feature mentioned below. If a dedicated appliance is not available, then an alternate integrated rack level solution with multiple hardware components can be proposed. Vendor to detail how the solution is integrated and the necessary features below is achieved: <ul style="list-style-type: none"> o The appliance should automatically discover the hardware components in each rack and enable bay level power on and off o Should allow server power metering o Rack level Power capping – both static and dynamic <p>Page 30</p>	Requesting IUCAA to provide better clarity on this ask as at one point in RFP it is mentioned that IUCAA will provide the Rack so we assume required Power management appliance will also be supplied by IUCAA to achieve the requested features	This section will be moved under optional items.
9	Lenovo - IBM	<ul style="list-style-type: none"> • Specifications of the GPU Node (Optional): <ul style="list-style-type: none"> o The GPU node should have same hardware and configuration as the compute nodes in terms of CPU and memory per node. o Up to 2U rack-mountable form-factor only or chassis based ones where few nodes could be accommodated within 4-5U rack space or any equivalent model that comes in lesser foot print. <p>Page 31</p>	Does this mean that if bidder quote dense rack based system as compute nodes even GPU nodes needs to be Dense rack based or GPU server can be 2U discrete Rack mount server	For optional GPU nodes upto 6 U to be allowed.
10	Lenovo - IBM	Cluster Management Software - Should support provisioning of Scientific Linux (preferably latest version), Cent OS and RHEL, Ubuntu and SLES. Page 31	We officially do not support or have certified use of open source OS on Lenovo Server. Only RHEL and SLES can be supported and is officially certified. Technically there is a possibility that Scientific Linux, CentOS and Ubuntu may work but the Server OEM cannot take a stand on it.	No change in RFP as the intended application requires Scientific Linux OS which is based on RHEL.

			We recommend IUCAA to go with RHEL or SLES as OS.	
11	Lenovo - IBM	<p>Operating System:</p> <ul style="list-style-type: none"> • The Server should preferably support latest Version of Scientific Linux. • Operating system as per requirement shall be provided by IUCAA, Pune. • The bidder has to use this Operating System and deploy the cluster with the offered Cluster Management tool. <p>Page 32</p>	<p>Will there be a customized OS with special type of kernel ?</p> <p>We recommend to have latest RHEL and SLES as OS</p>	Standard RHEL Kernel
12	Lenovo - IBM	<p>Bidder qualifying criteria: Only those bidders fulfilling the following criteria should respond to the tender.</p> <ul style="list-style-type: none"> • Only Server OEMs should bid DIRECTLY for this RFP. • The bidder should have documentary evidence of purchase order (PO) for successful installation of distributed memory node cluster, with only CPUs, of at least 50TF peak performance, in India in a single order. Please submit 3 such orders on an average 1 per year for the last 3 years. • The bidder should have secured more than 5 positions in the top 500 Super Computers list consistently in the past three years (June and Nov. 2012-2014 lists). • The bidder should have local support in Pune. • Vendor should be in HPC business for the last 5 yrs in India <p>Page 33</p>	<p>Does OEM bidding directly implies that the complete order execution has to be done by the server OEM. Starting from the fulfillment of hardware to software to installation services. Please clarify if we can use 3rd party vendors for execution of installation services.</p> <p>The IBM System x has been transitioned as Lenovo System x. As you know the System x team came over to Lenovo as a complete team with all our products, engineering skills, field skills and innovation capabilities. We are the same team of leaders that helped break the petaflop barrier many times and who delivered the world's first warm water cooled Super Computer with LRZ SuperMUC and India's fastest supercomputer in 2013 at Ministry of Earth Sciences. We look forward to carrying on the tradition of excellence that has made us a leader in HPC since we posted our very first listing on the TOP500 nearly fifteen years ago.</p>	<p>We expect OEM to take a entire responsibility of execution and implementation.</p> <p>Orders placed on OEM systems through an SI may also be furnished. No relaxation in number.</p>

			We are complying to all these above points as requested in the RFP in the form of IBM System x but as to comply we would like to designate ourselves as Server OEM IBM / Lenovo System x as provide documentary evidence accordingly.	
13	Lenovo - IBM	The bidder should have secured more than 5 positions in the top 500 Super Computers list consistently in the past three years (June and Nov. 2012-2014 lists).	Enclosed Acquisition letter and Top 500 letter from Lenovo Management providing explanation to this ask.	No change in RFP. Exceptions to be made to Lenovo/IBM, this being a case of takeover / merger
14	Lenovo - IBM	Technical Qualifying Criteria: <ul style="list-style-type: none"> • The bidder should carry out below listed benchmark program: <ul style="list-style-type: none"> a) HPL Benchmark on 16 nodes and extrapolate for the solution proposed. Page 33	RFP ask is 10G as primary interconnect. It is not possible to do benchmark on 10G Cluster. So can we do benchmark on FDR cluster and do projection for 10G.	Projection is acceptable as long as the method of projection is fully explained and accepted by IUCAA. Results obtained here must be reproducible in the IUCAA cluster after installation.
15	Lenovo - IBM	• Details of the Compute node configuration, Interconnects and Software environment used to run the benchmark is to be shared along with the Technical bid. Page 33	Does software environment means OS, Cluster Manager and Job Scheduler. Please confirm.	Yes.
16	Lenovo - IBM	Support and installation - The OEM should do the entire factory integration of the cluster and ship it to IUCAA Page 34	Since IUCAA, Pune is providing the racks , so factory integration of system before shipment won't be possible.	This is acceptable as long as only racking and stacking is required at the time of installation.
17	Lenovo - IBM	Quarterly review of HPC cluster health and its report submission Page 34	Will this be allowed to get done through remote access to system	This is acceptable.

18	Mr.Gaurav Sawant Regional Manager Enterprise Services & Storage Fujitsu India Pvt Ltd. M : 9765391392	The Demand draft for EMD should be drawn on Nationalized bank only in favour of "IUCAA" payable at Pune. Demand draft from other banks will not be accepted and the tender will be summarily rejected. Section-I, pt no. 2). Pg., no. 3/38	We request IUCAA to accept EMD from CITI bank and/or HDFC bank.	No. We accept Demand draft only from nationalised banks.
19	Fujitsu India Pvt Ltd	Name of the vendor : whether partnership/ proprietary ship/Company Give details Section-II, pt no. 1. Pg. no.4/38	A wholly owned subsidiary of Fujitsu Technology Solutions Holding B.V., Fujitsu India Private Limited, offers a broad portfolio of products and services. Please allow Fujitsu Technology Solutions Holding B.V., to be the primary bidder and accordingly, authorize Fujitsu India Pvt Ltd., to provide the Services to IUCAA.	Indian counterpart of the OEM is acceptable, but not service provider.
20	Fujitsu India Pvt Ltd	State year wise turnover for the last 3 years. (Documentary proof such as either Income tax assessment orders or audited balance sheet duly signed by the auditor should be attached). Section-II pt no. 2. Pg. no. 4/38	In continuation to the above point, allow Fujitsu Technology Solutions Holding B.V. to furnish the necessary documents.	Documentary proof from Indian counterpart is acceptable.
21	Fujitsu India Pvt Ltd	the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of tender opening prescribed in the tender document. Section-III, pt no. 17. Pg. no. 11/38	Please confirm the Tender opening date of 05/07/2015 as mentioned in Tender document on pg. no. 3	The tender opening will be on 17/07/2015 at 1500 hrs
22	Fujitsu India Pvt Ltd	Within 10 days from the date of award of contract/ Purchase Order, the vendor shall submit a Security Deposit for 5% amount of the contract / purchase order value. The SD shall be in the form of Demand Draft in INR drawn on any Nationalized Indian Bank in favour of IUCAA, Pune. Pg 18/38. Pt no. 6	Please clarify Is this 5% is over and above Performance Security. We request IUCAA to accept SD from CITI bank and/or HDFC bank.	No, bidder has to give 5% of the contract value as security deposit within 10 days after receipt of the contract. Conversion of Security Deposit to Performance security or Bank guarantee for 5% of the contract value for the warranty period is acceptable. Security deposit of 5% of the contract value is not

				over and above the performance security. IUCAA will not accept SD from CITI bank and/or HDFC bank or any other bank.
23	Fujitsu India Pvt Ltd	Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract. Pg. 19/38. Pt no. 11	Kindly provide the clarity for the period of delivery. We request IUCAA to modify the terms as “8 – 9 Weeks from the date of Confirmed and accepted 100% Advance LC.”	Delivery date will be finalised at the time of awarding of contract but it may be approx. 8 to 10 weeks from the date issue of purchase order.
24	Fujitsu India Pvt Ltd	Payment Pg 21/38. Pt. no. 16	We request IUCAA to please modify the payment term as 100% advance LC along with the firm, complete and accepted purchase order.	Payment terms will remain as mentioned in Pt.No.16 and no deviation will be allowed.
25	Fujitsu India Pvt Ltd	Each node should be configured with 2 x 10G Ethernet ports. Section-V Pg.28/38	There are two 10G ports. Kindly confirm if Institute wants to connect both ports to the Primary Interconnect or not. Can we propose Dual port IB 40G HCA for primary network in place of 10G Ethernet HCA (with suitable switches)	A single uplink will be present with the compute nodes. Each central managed switch should be stacked with dual 40 Gbps back plane. It could be two 64 port 10 G switches or three 48 port switches based solution i.e the offered network solution should be able to accommodate at least 120 nodes.
26	Fujitsu India Pvt Ltd	It should be configured with 4 x 1Gbps RJ45 and two numbers of dual port 10G HBAs. Two x 10G ports will be connected to the existing Core Switches, hence 10G SR transceivers to be provided. One of the 2X10G ports can be used for Primary Interconnect. Section-V Pg.28/38	Can we propose Dual port IB 40G HCA for primary network in place of 10G Ethernet HCA (with suitable switches)	40 G is not an option No change in the RFP.

27	Fujitsu India Pvt Ltd	The Graphics nodes should have the same hardware and configuration as the Head/Login/Utility node. Additionally, it should have 1 no NVIDIA Quadro K4200 GPU Module or better for visualization and the required software for enabling remote user to visualize ie. make use of the features of its graphics card remotely. Section-V Pg.28/38	We request IUCAA to allow to proposing hardware base visualisation solution.	No change in the RFP.
28	Fujitsu India Pvt Ltd	Up to 2U rack-mountable form-factor only/Dense form factor.	Please allow 5U	No change in the RFP.
29	Fujitsu India Pvt Ltd	Solution should be configured with Redundant Power supplies (at least N+1) and fans. Power supplies can be Enclosure based or Rack based solution with min. N+1 redundancy. If discrete rack mount servers are offered, then redundant power supplies and fans in each server should be offered.	Please allow system with no RPS	No change in the RFP.
30	Fujitsu India Pvt Ltd	IPMI2.0 or equivalent Support with KVM and media over LAN features including licenses, if any.	Since it is a visualisation solution, IPMI and KVM over LAN may not be required.	No change in the RFP.
31	Fujitsu India Pvt Ltd	Remote management hardware interface at either enclosure or rack level including license.	Since it is a visualisation solution, IPMI and KVM over LAN may not be required.	No change in the RFP.
32	Fujitsu India Pvt Ltd	It should be configured with 4 x 1Gbps RJ45 and two numbers of dual port 10G HBAs. Section-V Pg.29/38	Kindly accept 2 x 1Gbps ports. There are two 10G ports. Kindly confirm if Institute wants to connect both ports to the Primary Interconnect or not. Can we propose Dual port IB 40G HCA for primary network in place of 10G Ethernet HCA (with suitable switches)	No change in the RFP.

33	Fujitsu India Pvt Ltd	It should have 2 no NVIDIA Tesla K40C 12 GB Module or better.	We understand, this refers to Tesla K40 GPU card. Kindly confirm	Will be amended to K40 series GPU so that vendors can either offer m or c.
34	Fujitsu India Pvt Ltd	Additional head node over the 4 nodes asked above should be proposed in the solution with 128GB memory only. This head node will be configured with a slightly different set of software to enable provisioning of different OS on need basis. Section-V Pg.29/38	we understand that institute is looking at additional node with configuration same as head node with 128GB RAM (in lieu of 256GB memory). Can we propose Dual port IB 40G HCA for primary network in place of 10G Ethernet HCA (with suitable switches)	No change in the RFP.
35	Fujitsu India Pvt Ltd	NFS storage should be configured with dual port 10G HCA with necessary cable and transceivers as per solution requirement. Section-V Pg.30/38	Can we propose Dual port IB 40G HCA for primary network in place of 10G Ethernet HCA on the storage server (with suitable switches)	No change in the RFP.
36	Fujitsu India Pvt Ltd	Each rack should be proposed with a Power Manager appliance, which should be able to do at least the minimum feature mentioned below. If a dedicated appliance is not available, then an alternate integrated rack level solution with multiple hardware components can be proposed. Vendor to detail how the solution is integrated and the necessary features below is achieved: Section-V Pg.30/38	We understand, this is a requirement for an intelligent PDU. Kindly provide information of Wall connection available (1 Phase / 3 Phase) and maximum current rating available	This section will be moved under optional items.
37	Fujitsu India Pvt Ltd	he appliance should automatically discover the hardware components in each rack and enable bay level power on and off	IPDU can't discover the hardware components in each rack however it can do Current, voltage, power, power dissipation metering of devices connected to IPDU. IPDU typically have feature of Remote power outlet control (On/Off, Power Cycle) by individual outlets and outlet groups. Shall that be sufficient.	This section will be moved under optional items.

38	Fujitsu India Pvt Ltd	Should allow server power metering	Aten IPDU is also having Threshold setting used to send maximum and minimum setting for Current, Voltage, Power and Power Dissipation. If a range falls below minimum setting, or exceeds the maximum setting an alarm is triggered. An IPDU is typically have Proactive overload protection feature which automatically powers off the last outlet that caused the current overload. In addition, we can use Fujitsu Serverview Operations Manager to provide Power Metering.	This section will be moved under optional items.
39	Fujitsu India Pvt Ltd	10G Managed Ethernet Switch(es) with L2/L3 capabilities. Section-V Pg.29/38	Is there a specific backplane bandwidth requirement. Can we propose IB 40G interconnect for primary network in place of 10G Ethernet HCA (using suitable switches and cables	No change in the RFP.
40	Fujitsu India Pvt Ltd	The bidder should have documentary evidence of purchase order (PO) for successful installation of distributed memory node cluster, with only CPUs, of at least 50TF peak performance, in India in a single order. Please submit 3 such orders on an average 1 per year for the last 3 years Section-VI Pg. 32/38	We request IUCAA to modify the bidder qualification criteria as below : “The bidder should have documentary evidence of purchase order (PO) for successful installation of distributed memory node cluster, with only CPUs, of at least one 50TF peak performance, in India in a single order.” The above mentioned purchase order can be in the name of System Integrator where OEM’s (THE “BIDDER” IN IUCAA’S CASE) SYSTEM should have been supplied.	Will be relaxed to 20 TF.
41	Fujitsu India Pvt Ltd	Please submit 3 such orders on an average 1 per year for the last 3 years	We request IUCAA to remove this criteria.	Orders placed for OEM System through an SI may also be furnished. No relaxation in the number.

42	Mr.Amit Tarar HP EG ISS Specialist M : 9881460616	Seeking addition of a new clause	<p><u>Limitation of Liability</u> The vendor liability to the purchaser under this contract is limited to the amount payable by the purchaser to vendor for the relevant order. Neither the vendor nor the purchaser will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the contract; nor any liability which may not be excluded or limited by applicable law.</p>	This clause is not acceptable.
43	Hewlett Packard	<p><u>"Services"</u> means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract. Section-III Pg. 5</p>	<p><u>"Services"</u> means the supply of goods and other obligations, as per the Scope of Work, of the supplier covered under this Contract.</p>	Since this is a turn key project, other minor costs which are not covered under the scope of services will be considered under allied and incidental expenses and no extra payment against any other reasons will be made by IUCAA.
44	Hewlett Packard	<p><u>Additional information and instructions on Duties and Taxes</u> 12.6. The need for indication of all such price components by the tenderers, as required in this clause (viz.,GIT Clause) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer <i>on any of the</i></p>	<p>Explanation is sought as to the meaning of the words "on any of the terms offered".</p>	Any legal term (related to taxes & duties) offered by the bidder which is in favour of the purchaser will be accepted.

		<i>terms offered.</i> Cl. 12 Section-III Pg. 9		
45	Hewlett Packard	<u>Earnest Money Deposit</u> 16.7 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Cl. 16 Section-III Pg. 10	Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends, without the permission of the purchaser, its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.	Since the tender is already published and finalised, no amendments are possible, hence, forfeiture of EMD will be applicable to those bidders who wish to withdraw or submits conditional tenders.
46	Hewlett Packard	<u>Issue of Contract</u> 36.2 Within seven days from the date of the contract, the successful tenderer will return a copy of the order, duly signed and dated, to the purchaser by registered / speed post / courier. Cl. 36 Section-III Pg. 16	Within seven days from the date of the conclusion of mutual discussions regarding the terms and conditions of the contract, the successful tenderer will return a copy of the order, duly signed and dated, to the purchaser by registered / speed post / courier.	The discussions are done well before placing the order, hence the bidder is expected to return a copy of the order, duly signed and dated, to the purchaser by registered / speed post / courier / by hand.
47	Hewlett Packard	<u>Interpretation of the clauses in the Tender Document/Contract Document</u> In case of any ambiguity/dispute in arising out of or related to(including the interpretation of any of the clauses in this tender document/purchase order/contract, decision of the Director IUCAA or his nominee shall be final and binding on all parties. Cl. 38 Section-III Pg. 16	Seeking Deletion of this clause/requirement.	This is not acceptable, hence the same cannot be deleted.

48	Hewlett Packard	<p><u>Use of contract Documents and information</u> 2.3. Except the contract issued to the supplier, each and every other document mentioned in GCC above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract. Cl. 2 Section-IV Pg. 17</p>	<p>Except the contract issued to the supplier, each and every other document mentioned in GCC above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract. The information and documents that constitute the proprietary information of the supplier shall continue to remain vested in and be the property of the supplier.</p>	<p>The bidder has to provide the documents as mentioned in the tender.</p>
49	Hewlett Packard	<p><u>Patent Rights</u> The supplier shall, at all times, indemnify the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, intellectual property, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trade marks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser. Cl. 3 Section-IV Pg. 17</p>	<p>Supplier will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. Supplier will rely on Customer's prompt notification of the claim and cooperation with our defense. Supplier may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, Supplier will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or</p>	<p>This is not acceptable. Patent rights will be as per the tender conditions.</p>

			services. This section shall also apply to deliverables identified as such in the relevant contractual documentation except that Supplier is not responsible for claims resulting from deliverables content or design provided by Customer.	
50	Hewlett Packard	<p><u>5. Performance Security</u> 5.1 Within twenty one days after the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser for an amount equal to five per cent (5%) of the total value of the contract, valid up to thirty six months + sixty days or manufacturer's warranty whichever is later, after the date of completion of all contractual obligations by the supplier, including the warranty obligations.</p> <p><u>6. Security Deposit</u> Within 10 days from the date of award of contract/ Purchase Order, the vendor shall submit a Security Deposit for 5% amount of the contract / purchase order value. Cl. 5, 6 Section-IV Pg. 17, 18</p>	<p>The bidder submits that the intent of Cl. 5 and Cl. 6 being the same, a single Bank Guarantee be required in this regard and the timelines be adjusted accordingly. The bidder further requests the deletion of the residuary clause.</p> <p>Invocation of the Performance Security or Security Deposit shall be made only for material breaches of the contract by the Vendor and in situations where such breaches remain uncured even after expiry of the cure period provided wide a written notice period.</p>	<p>a. The bidder has to submit security deposit within 10 days after receipt of the contract/order.</p> <p>b. Performance security has to be submitted after successful installation and commissioning of the project to cover warranty period and before release of the final payment.</p> <p>IUCAA will invoke the Performance security/Security deposit within the applicable warranty period wide a written notice.</p>
51	Hewlett Packard	<p><u>Indemnity</u> The vendor shall indemnify, protect and save IUCAA from/against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. or such other statutory infringements in</p>	<p>The vendor shall indemnify, protect and save IUCAA from/against all third party claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipments</p>	<p>Deviation to the tender clause is not acceptable. Purchaser agrees to give written notice in advance before implementing this clause.</p>

		respect of all the equipments supplied by vendor. Cl. 7, Section-IV Pg. 18	supplied by vendor other than those infringements resulting from the acts of the purchaser. The purchaser agrees to give to the vendor prompt written notice, with full particulars, of all claims and to cooperate in the investigation and defense of indemnified claims. Upon receipt of such notice, the vendor shall defend any action or other proceedings resulting from the infringement.	
52	Hewlett Packard	<u>Insurance</u> b) where delivery is on FOB basis, marine/air insurance shall be the responsibility of the purchaser, but in case of short shipment / damaged goods, it is the responsibility of the supplier to provide the same free of cost to the purchaser. Cl. 13 Section-IV Pg. 20	It is requested to revise to state that "the supplier shall maintain all mandatory insurances at such rates as prescribed under the respective laws".	Deviation to the tender clause is not acceptable. Where delivery is on FOB basis, marine/air insurance shall be the responsibility of the purchaser, but in case of short shipment / damaged goods, it is the responsibility of the supplier to provide the same free of cost to the purchaser.
53	Hewlett Packard	<u>Payment</u> Cl. 16 Section-IV Pg. 21	It is requested that the payment shall be made within thirty (30) days of the bidders invoice date.	Payment within thirty (30) days from the bidders invoice date is not acceptable. Payment will be made as per tender clause no.16 only.
54	Hewlett Packard	<u>Modification of Contract</u> 19.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract 19.2 If the supplier doesn't agree to the adjustment made by the purchaser, the supplier shall convey its views to the	Any amendment, alteration or modification to the contract shall be made by mutual discussion and agreement between the parties to the contract.	This is acceptable as per the tender conditions only.

		<p>purchaser within seven days from the date of the supplier's receipt of the purchaser's amendment / modification of the contract.</p> <p>Cl. 19 Section-IV Pg. 23</p>		
55	Hewlett Packard	<p><u>Delay in supplier's performance</u></p> <p>22.2 Subject to the provision under GCC, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:</p> <p>a) If the contractor fails to complete the work as per committed schedule, there shall be a deduction of liquidated damages amounting Rs.5000/- per day up to a maximum of 5% of the PO/Contract value</p> <p>b) Forfeiture of its performance security and termination of the contract for default.</p> <p>c) In case the delay is not acceptable to IUCAA, IUCAA reserves the right to terminate the contract and enter into fresh contract with other agencies at the cost of defaulting agency.</p> <p>Cl. 22 Section-IV Pg. 22</p>	<p>It is proposed to replace this clause with the following text:</p> <p>Subject to the provisions under GCC, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to liquidated damages amounting Rs. 5000/- per day up to a maximum of 5% of the PO/contract value.</p> <p>In case of delay exceeding the total value of liquidated damages, the purchaser may terminate the contract. Upon such termination, the purchaser shall be entitled to invoke the Performance Guarantee/Performance Bank Guarantee to the extent of damages not covered by the liquidated damages.</p>	<p>No deviation is possible. It will be as per the tender conditions only.</p>
56	Hewlett Packard	<p>In the event of, the purchaser terminates the contract in whole or in part, pursuant to GCC above, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser</p>	<p>Any termination under this Contract shall be upon provision of a 30 day written notice to the vendor to help cure the defects in their performance.</p> <p>In the event of alternate procurement post termination, the bidder's liability to the incremental costs will be limited to a maximum of 10% of the value</p>	<p>Deviation/change is not permitted. Termination for default clause will be applicable as per tender condition No.23.</p>

		for the extra expenditure, if any, incurred by the purchaser for arranging such procurement Cl. 23.2 Section – IV Pg. 25	originally payable to the bidder for the defaulted portion of their performance.	
57	Hewlett Packard	New clause	<u>Consequences of termination</u> In the event of termination the supplier shall be paid for all work done or services provided till the date of effective termination of the contract.	Not acceptable
58	Hewlett Packard	<u>26. Confidentiality</u> The bidder and/or their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Purchaser’s business or operations without the prior written consent of IUCAA. The bidder and/or their personnel shall not, either during the term or after expiration of this contract, undertake any public communication, press /media releases relating to the services, contract, or the purchaser’s business or operations without the written consent of IUCAA. Cl. 26 Section-IV Pg. 26	All information exchanged under this contract will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a	Deviation to the tender is not permitted.

			governmental agency.	
59	Hewlett Packard	Termination for convenience The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser Cl. 27 Section-IV Pg. 26	The goods and services which are complete and ready in terms of the contract for delivery and performance within sixty (60) days after the supplier's receipt of the notice of termination shall be accepted by the purchaser	Clause No.27.2 under section IV of the tender document will be applicable. Deviation is not permitted.
60	Hewlett Packard	23.2 In the event of, the purchaser terminates the contract in whole or in part, pursuant to GCC above, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement 23.2	Risk purchase clause needs to be capped to 10% of value	Clause No.23.2 under section IV of the tender document will be applicable. Deviation is not permitted.
61	Hewlett Packard	12.6	There is no mention of Service tax. Could you pls confirm IUCAA is exempt from service tax	At present IUCAA is not exempted from Service tax.
62	M/s Wipro Aakshita Chandiramani 9535817943	Only Server OEMs should bid DIRECTLY for this RFP.	We request IUCAA to allow OEMs to quote through a System Integrator as well	No change in RFP
63	Wipro	The bidder should have documentary evidence of purchase order (PO) for successful installation of distributed memory node cluster, with only CPUs, of at least 50TF peak performance, in India in a single order. Please submit 3 such orders on an average 1 per year	We request IUCAA to relax the TF requirement to 20TF	Will be relaxed to 20 TF

		for the last 3 years.		
64	Wipro	Pg 30 GPU Specification” It should have 2 no NVIDIA Tesla K40C 12 GB Module or better”	K40C is not suitable for servers. Request you to change it to K40M	Will be amended to K40 series GPU so that vendors can either offer m or c.
65	Wipro	The bidder should have secured more than 5 positions in the top 500 Super Computers list consistently in the past three years (June and Nov. 2012-2014 lists).	We request IUCAA to change the term to bidder/OEM in the RFP.	No change in RFP
66	M/s. Dell Nikhil Karandikar 9890200033	Not mentioned	The GPU login node specified are with Quadro Graphic cards are looking at workstation or servers as GPU nodes? If servers are required request you to change it to Grid cards.	Login node is not a GP-GPU node. GPU card has been asked to drive visualization purpose. Quadro or Grid K2 card may be quoted.
67	Dell	Not mentioned	For GPU optional nodes you have asked for K40c which are active cards and fit in tower servers kindly change it to K40m.	Will be amended to K40 series GPU so that vendors can either offer m or c. Performance wise there is absolutely no difference.
68	Dell	Not mentioned	The HPL benchmarks asked have allowed the extrapolation from CPU perspective hope same should be applicable from interconnect perspective as well. As FDR IB is anyways asked in the optional item.	Bench mark has only been asked for 10G E interconnect. This requirement will not be changed.
69	Dell	Not mentioned	Software AMC cannot be factored upfront request you to provide option of either 3 yrs or 5yrs.	The bid should be inclusive of AMC for the first 3 years. As per RFP, SW component should carry perpetual license.
70	Dell	Not mentioned	The qualifying criteria ask for 50TF performance capability in India for last 3 years. Our concern is earlier CPU were not as capable as today’s haswell processor is. Request you to relax to 20Tflops of 2 PO’s.	Will be relaxed to 20 TF. No change in number of POs.

71	IUCAA Sarah Ponrathnam	Section V: Under Other hardware	Power and cooling calculation should be done with peak usage <i>High-Performance Linpack Benchmark</i> (HPL).	This should be changed to Power and cooling calculation should be done with peak usage <i>High-Performance Linpack Benchmark</i> (HPL) using “Turbo on” mode.
		Section V: Optional Items to be quoted:	Delta cost of 600 GB SAS (10K RPM) disk in lieu of 500GB SATA HDD for the total solution. Delta cost of 200 GB SSD disk in lieu of 500GB SATA HDD for the total solution. Delta cost of 400 GB SSD disk in lieu of 500GB SATA HDD for the total solution.	Please give delta cost per node along with delta cost for the total solution. Please give delta cost per node along with delta cost for the total solution. Please give delta cost per node along with delta cost for the total solution.
		<u>Section V: Support and installation:</u>	The OEM should do the entire factory integration of the cluster and ship it to IUCAA	In the absence of rack, the servers should be shipped pre configured as much as possible and shipped to IUCAA to save installation time.
72	Representative from Lenovo	<u>Section V: Optional Items to be quoted</u>	Job scheduling software PBS Pro licenses for the proposed solution.	Job scheduling software Standard edition of PBS Pro / LSF licenses for the proposed solution.
73	Representative from Fujitsu and Lenovo	<u>Section V: Support and installation:</u>	They were concerned that only OEM engineers should undertake installation and commissioning and should not be outsourced to 3 rd party engineers.	Installation/configuration and up gradation of HPC cluster activities should be carried out by direct OEM engineers only. - No change in the RFP as it has been already mentioned explicitly.