REQUEST FOR PROPOSAL For purchase of subscriptions for
Red Hat Enterprise Linux (Premiumphysical or virtual nodes) with high
availability and JBOSS. Ref: BOI:HO:IT:REDHAT:01 Dated:17.10.2020
Pre-Bid Queries RED HAT RFP

Sl.No	Page No	Clause No	RFP Clause	Bidder query	BOI Reply
1	60	Format 6.3 Price Schedule	RH00003F3 - Qty 35	Please confirm whether requirement is for new subscription or renewal of existing subscription?	The quantity of licenses is revised vide Corrigendum-1
			H00025F3 Qty -14		
			MW0153748F3 Qty - 3	As per Redhat, H00025F3 Qty -14, MW0153748F3 Qty - 3 , RH00003F3 Qty -32 nos installed in BOI infra and if you need add 3 nos RH00003F3 subsription. The BOQ would be as follow	
				RH00003F3 - Qty 3 nos.	
				RH00003F3RN - Qty 32nos	
				H00025F3RN - Qty 14nos ,	
				MW0153748F3RN - Qty 3 nos	
2	43	4.19 Payment Schedule	Payment of Annual Subscription Fee: 50% payment of product wise yearly subscription charges, upon complete delivery f Licenses delivery in name of the Bank. 50% after successful deployment of the licenses / subscription and its acceptance & signoff from the Bank.	If Requirement is for renewal of existing subsription. **Please change the Payment terms to 100% adavance against the renewal**. There would be no installation scope for exisitng RedHat products which are installed in Bank enviornment. If bank wants to install additional RH00003F3 - Qty 3 nos., please confirm the location and servers details.	As per RFP
3	40	Training	Training has to be conducted within 3 months of signoff and has to be provided every year to the Bank team	Redhat products are already installed, implemented and running in bank enviornment. Subscription renewal didn't come along with the training. It has to be a separate line Item no in commercial table if you need it	
4	14	General scope of work	The successful vendor has to provide telephonic (24x7) support for RHEL along with clustering and integration with existing Bank's setup (Incident based @ Mumbai / Bengaluru) for 3 year period during the period of service level support.	There would be B2B Service support with RedHat, Our suggestion is to remove this clause	
5	2	2	The brief details of the scope of this RFP non-refundable Demand Draft / Pay Order for Rs. 25,000/- (Rupees Twenty Five Thousand only) favoring Bank of India.	We request to reduse the non -refundable amount from 25000 to 5000.	
6	3	6,7 & 8	In this regard, a two-envelope bidding procedure (Technical Bid and Price Bid) in separate envelopes will be adopted. The technically complete and commercially competitive bids shall be submitted in two parts viz. Qualifying and Technical Bid – Part A and Price Bid – Part B in separate sealed covers.	We request BOI, to make the complete tender submission online due to the current pandemic situation.	
7	12	3.2.1 point 6	The successful vendor has to provide telephonic (24x7) support for RHEL along with clustering and integration with existing Bank's setup (Incident based @ Mumbai / Bengaluru) for 3 Years during the period of service level support.	Asper the tender BOI is only procuring the RedHat Subscriptions. the said asked is beyond the scope the subscription and need a additional onsite and offsite to be provided by vendor and we don't see any services column in the BOM. We request you the kindly add the additional services BOM in the main BOM as it the additional activity and cost beyond subscription.	

8	13	3.2.2 point 6	The bidder shall ensure that any new ersion/update/service pack/upgrade of the proposed Licenses subscription is released by OEM, the same to be communicated by OEM/ bidder within seven (3) days of such release, during the contract period, without any additional cost to the bank during the contract period.	The entire RedHat customer portal login and credentials are shared to the customer/ user only these confidential login details are not shared to vendors. Hence BOI team should track the updates and upgrades as required in DC. Vendor should not be liable for the same.	
9	13,14	3.2.2 point 7	The bidder shall follow all respective technical/statutory guidelines, validations, SCD should be implemented, checked & verified, and related reports including SOP, SCD, Software Integrity Certificate and VAPT Clearance must be submitted, duly certified by OEM to the Bank for sign off the successful installation.	since this is renewalof RedHat Subscription the should not be applicable. We request you to remove the clause.	As per RFP
10	13	3.2.2 point 10	The bidder should have a 24x7x365 days support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company.	Asper the tender BOI is only procuring the RedHat Subscriptions. the said asked is beyond the scope the subscription and need a additional onsite and offsite to be provided by vendor and we don't see any services column in the BOM. We request you the kindly add the additional services BOM in the main BOM as it the additional activity and cost beyond subscription.	As per RFP
11	14	3.2.2 point 10 (d)	The successful vendor has to provide telephonic (24x7) support for RHEL along with clustering and integration with existing Bank's setup (Incident based @ Mumbai / Bengaluru) for 3 year period during the period of service level support	Asper the tender BOI is only procuring the RedHat Subscriptions. the said asked is beyond the scope the subscription and need a additional onsite and offsite to be provided by vendor and we don't see any services column in the BOM. We request you the kindly add the additional services BOM in the main BOM as it the additional activity and cost beyond subscription. we request BOI to kindly add 24x7 vendor support and onsite installation and implementation in the main BOM as a added line item	As per RFP
12	15	3.2.2 point 11	During the period of the contract, all upgrades or requirements software, licensing, implementation of upgrades/patches/version changes, etc., due to whatsoever reason including but not limited to EOL or EOS, would be done by the bidder without any additional cost to the bank.	Asper the tender BOI is only procuring the RedHat Subscriptions. the said asked is beyond the scope the subscription and need a additional onsite and offsite to be provided by vendor and we don't see any services column in the BOM. We request you the kindly add the additional services BOM in the main BOM as it the additional activity and cost beyond subscription. we request BOI to kindly add 24x7 vendor support and onsite installation and implementation in the main BOM as a added line item	As per RFP
13	15	3.2.2 point 13	The bidders shall also provide the following documents as part of the deliverables of the project.	since this is renewalof RedHat Subscription the should not be applicable. We request you to remove the clause.	As per RFP
14	15	3.2.2 point 15	The bidder should provide the complete documentation including technical, operations, user manual, design documents, process documents, technical manuals, functional specification, system configuration documents, system/database administrative documents, debugging/ diagnostics documents, test procedures etc.	since this is renewalof RedHat Subscription the should not be applicable. We request you to remove the clause.	As per RFP
15	15	3.2.2 point 16	If there are any upgrades to the source systems, then it will be Vendor's responsibility to ensure that appropriate integration and on-call/ on-line support in deployment is provided without affecting the normal course of business.	This is beyond the RFP of the RedHat subscription.we request integration and deployment to be taken care by BOI.	As per RFP

16	37	4.6	The Supplier shall provide complete and legal documentation of subsystems, licensed system hardware and software, licensed utility software and other licensed software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.	Since the RFP is limited to RedHat Subscriptions this should be limited to RedHat subscription only	As per RFP
17	38 & 39	4.7 to 4.7.5	Acceptance Tests and Certificates	Please clarify in details	As per RFP
18	40	4.11 to 4.11.2	Training	Please clarify what level of training is required and is not part of redhat subscription and there is a additional cost for training	As per RFP
19	61	6.3 point 6	Successful bidder has to submit the OEM support certificate for all Products, Hardware and Software for releasing the payment. Bank will not release the payment until the certificate from the OEM will not be provided.	Please clarify in details.	As per RFP
20	116	6.29: 14	Soft Copy of Technical bid and Price bid in MSWORD /MS – Excel format submitted in CD	We request BOI to exclude price bid to be submitted in the CD. As it become high risk.	Bid should contain 2 seperate CDs in 2 different envelope (i.e Technical & Price Bid)
21	79	FORMAT 6.16: CONFIRMITY TO ELIGIBILITY CRITERIA / 3	The bidder should be the Red Hat Advance Business Partner (ABP) for the last 3 years on the date of RFP, with an authority to sell, upgrade, supply, service and maintain the proposed products during the entire period of contract with the Bank.	We request the Bank to amend the clause as: The bidder should be the Red Hat Partner as on the date of RFP, with an authority to sell, upgrade, supply, service and maintain the proposed products during the entire period of contract with the Bank.	As per RFP
22	2	Point No.2	Earnest Money Deposit (EMD) for the bid is of Rs. 1,00,000/- (Rs. One Lakh only), by way of Bank Guarantee (as per Format 6.4) or account payee Demand Draft /Pay Orders from any of the Scheduled Commercial / Nationalized banks in India	We request you to please provide Bank details i.e. Account no., IFSC code, etc. as bank requires these details for preparation of BG	Alternatively, bidder may submit EMD and cost of Bid online by way of RTGS/NEFT in bank's designated account i.e. "Account No. "01220SUNCR822 Account Name - Collection Account for Estate" having IFSC BKID0000122 at Bandra Kurla Complex Branch.
23	23	Point No. 3.13.1 (b)	Prices quoted as above shall be valid for a minimum period of 180 days from last date for submission of the tender	Both clauses are contradictory. Please clarify exact bid validity.	One year vallidity
24	25	Point no. 3.18.1	Bids shall remain valid for a minimum period of one year, from the date of opening of the Bid. A Bid valid for a shorter period shall be rejected by the Bank as non-responsive.		One year vallidity
25	2	1	The Bank intends to procure subscriptions for Red Hat Enterprise Linux (Premiumphysical or virtual nodes) with high availability and JBOSS for a period of 3 years.	Please confirm if its an new fresh requirement or renewal. If new requirement kindly confirm if installation is required from bidder side or not. Kindly clarify	As per RFP
26	12	6	The successful vendor has to provide telephonic (24x7) support for RHEL along with clustering and integration with existing Bank's setup (Incident based @ Mumbai / Bengaluru) for 3 Years during the period of service level support.	Please define the vendor scope of work	As per RFP

27	12	7	Bank should be able to continue to use any application that has been certified for use with RHEL or any other versions.	An application compatibility is dependent on the application vendor. This cannot be guaranteed if the vendor changes the support for a particular OS	As per RFP
28	12	8	Vendor to advise and help in using the value added features coming complimentary with the Enterprise Linux.	Please define the vendor scope of work. What does "help in using mean"?	As per RFP
29	13	6	The bidder shall ensure that any new version/update/service pack/upgrade of the proposed Licenses subscription is released by OEM, the same to be communicated by OEM/ bidder within seven (3) days of such release, during the contract period, without any additional cost to the bank during the contract period	Please clarify if it is 7 days or 3 days.	Three days (3 days)
30	14	8	The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. during the contract period and Integrity certificate should be submitted to the bank as per the related format.	Since bidder is only reseller of product, this should be from the OEM.	Both bidder & OEM to confirm
31	15	13	Once a year health check-up report by OEM.	Please define the Red Hat scope of work	As per RFP
32	15	14	The bidder shall implement all the functionalities proposed in the technical specifications & demonstrate the same to the Bank team for complete sign off the solution.	Please define the vendor scope of work. What about the functionalities that are non-essential or incompatible with BOI applications?	As per RFP
33	15	16	If there are any upgrades to the source systems, then it will be Vendor's responsibility to ensure that appropriate integration and on-call/ on-line support in deployment is provided without affecting the normal course of business.	What is the timeline for upgrade? How many times per year? Who ensures compatibility and stability? How is downtime scheduled?	As per RFP
34	16	17	The bank at its discretion can extend the subscription at same / lower rates for further 2 years, based on the requirement.	Prcing will be subject to USD-INR exchange rate and cannot be guaranteed	As per RFP
35	30	(b) 1	The delivery all products and/or systems and/or services covered under this bid to be completed within 2 weeks of issuance of Purchase Order wherein the installation & sign-off to be completed within 4 weeks from the date of Purchase Order.	Please define the detailed vendor scope of work. Without the scope of defined, we cannot confirm on the time take for installation and sign-off	As per RFP
36	35	1	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the products or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay. The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.	Since bidder is only reseller of product, this should be from the OEM.	As per RFP

37	40	1	For each deliverables installed, the Supplier is required to train the designated Bank's technical team in all aspects like resource management of delivered products to enable them to effectively operate and perform administration of the total system. The bidder shall conduct the training without any additional cost. The Supplier is also required to conduct mandatory training for customizations / database management with complete certification for the administrators/personnel specified by the Bank without any additional cost.	Training can be provided for free. However, certications are costed	As per RFP
38	12	6	The successful vendor has to provide telephonic (24x7) support for RHEL along with clustering and integration with existing Bank's setup (Incident based @ Mumbai / Bengaluru) for 3 Years during the period of service level support.	Kindly confirm on installation and implementation of Licenses. Whether it's a part of Bidder's scope or Bank will Take care of it. Please clarify	As per RFP
39	13	1	Bank is not liable or bound to procure all the Licenses subscription mentioned at once. Bank may undertake phase wise procurement of Licenses subscription.	Qty of licneses procured shoul be remain fix as it will impact on the prices shared. Kindly Fix the qty of licenses going to procure	As per RFP
40	13	5	The Licenses subscription shall include all components and subcomponents (if applicable) and the bidder at no extra cost to the Bank should supply other components (required for deployment of the Licenses subscription as a part of RFP).	Bidder will provide the licenses as per metioned in the Commercial bid BOQ. Anything extra licenses or services will be chargeable at actual	As per RFP
41	12	6	The successful vendor has to provide telephonic (24x7) support for RHEL along with clustering and integration with existing Bank's setup (Incident based @ Mumbai / Bengaluru) for 3 year period during the period of service level support.	Bidder should only provide Telephonic Remote support. No on-site Support will be provided.	As per RFP
42	60	FORMAT 6.3: PRICE SCHEDULE	Commercial Bid Format Table	There is no space for mentioning the bidder's Support cost and additional cost. Kindly make provision for the Same in the table to mention any support cost seperately as it should not be added along with licenses cost.	As per RFP
43	49	4.36.2	The bank reserves the right to re-negotiate the price with the bidder for downward revision of the prices.	Once the L1 prices identified, same will remain applicable for the qty given in the	As per RFP
44	12	5	Vendor should be capable of providing Redhat Enterprise Linux Premium Service Level Support and High Availability, and JBOSS.	need to know that it is a license delivery only or we need to do the installation also, please specify the number of nodes for HA	As per RFP
45	12	5	Red Hat (OEM) to provide Patches / Updates / Upgrades / Bug Fixes during the 3 Years' Service Level Period.	**need to know whether onsite support is required of not as OEM (RHEL) provide only link to download and steps to install. Also confirm onsite support is required of remote support**	As per RFP
46	12	6	The successful vendor has to provide telephonic (24x7) support for RHEL along with clustering and integration with existing Bank's setup (Incident based @ Mumbai / Bengaluru) for 3 Years during the period of service level support.	Need to know existing setup is running with detailed integration architecture	As per RFP

47	12	8	Vendor to advise and help in using the value added features coming complimentary with the Enterprise Linux.	**need to know existing architecture before proposing that**	As per RFP
48	12	3.2.1	The successful vendor has to provide telephonic (24x7) support for RHEL along with clustering and integration with existing Bank's setup (Incident based @ Mumbai / Bengaluru) for 3 year period during the period of service level support.	Does this include Support only or even deployment. Deployment will attract additional service charges	As per RFP
49	14	3.2.2	OEM Support (Red Hat) - Red Hat (OEM) to provide Email & Web based Support (24x7 for Premium Support) for the 3 Years Service Level Period.	Is the support expected by Red Hat or the Bidder	As per RFP
50	14	3.2.2	The successful vendor has to provide telephonic (24x7) support for RHEL along with clustering and integration with existing Bank's setup (Incident based @ Mumbai / Bengaluru) for 3 year period during the period of service level support.	Is the support expected by Red Hat or the Bidder	As per RFP
51	16	3.4	The bidder should be the Red Hat Advance Business Partner (ABP) for the last 3 years on the date of RFP, with an authority to sell, upgrade, supply, service and maintain the proposed products during the entire period of contract with the Bank.	We are an ABP but is the partner eligible to BID	As per RFP