

Tender Reference No. OICL/HO/ITD/SERVER/2023/02 Dated 14/07/2023 for Supply, Installation, Migration, Maintenance and Support of Oracle Servers					
Sr. no.	Page No	Clause No	Existing Clause	Clarification/ Change request/ Justification	OICL's response
1	Page#77	Appendix 2: Bill of Material Table A - Hardware and Software Cost	Cluster Licenses	Q1. Please confirm if any new cluster licenses need to add or existing cluster licenses going to use in M8 servers.	Currently on Oracle M6 servers there are 52 OS cluster licenses. These 52 OS cluster licenses are used for INLIAS DB and HRMS DB. Further Bidder needs migrate the entire load of T4 Servers to New server hence in case any additional licenses were anticipated by the bidder then same are required to be factored in by bidder. Further Bidders are requested go through section 2.1 of the RFP for clarification.
2	Page#73	10.13 Annexure 13: Undertaking of Authenticity for Appliance and Equipment Supplies	We hereby undertake that all the components/parts/assembly/software used shall be original new components/parts/assembly/software only, from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/ assembly / software are being used or shall be used. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.	Please remove this clause	As per RFP , Standard format from OEM will be accepted.
3	Page#74	List of Buy-Back Equipment	Bidder shall offer OICL for buyback of devices in working/non-working condition. The Quote for the same has to be provided in the Bill of Material.		As per RFP
4	Page#36	Liquidated damages	If the bidder fails to deliver the services within the specified time lines as per Section 1.7, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, OICL may consider termination of the contract.	If the bidder fails to deliver the services within the specified time lines as per Section 1.7, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 5% of the contract price. Once the maximum is reached, OICL may consider termination of the contract.	As per RFP
5	Page#36	Termination for Convenience	OICL may send by 30 calendar days written notice to the Bidder to terminate the contract, in whole or in part at any time of their convenience.	Request removal of this clause	As per RFP

6	Page#14	Project Timelines	Delivery of Hardware and associated software at DC and DR- Within 16 weeks from the date of issuance of Purchase Order	we request OICL to extend the delivery time lines from 16 weeks to 24 weeks	As per RFP
7	Page#16	General Scope	The scope of work covers end-to-end supply of servers including related software with all its components including required patch chord, electrical and LAN cabling etc., installation, commissioning, Testing, Configuration, Migration and Maintenance of all the proposed servers at the locations specified by OICL for its Data Center (DC) & Disaster Recovery (DR) sites or any other location specified by OICL.	we request OICL to share the completed scope of migration.	As per RFP, Kindly refer section 2.4 "installation, migration and Testing under "Scope of Work"
8	Page#17	General Scope	OICL is not envisaging a platform migration of the INLIAS, HRMS and BI application. Further the bidder is required to buyback the existing inventory as mentioned in Annexure-15. The commercials quoted by the bidder should include the buyback price assessed by the bidder.	we request OICL to share the scope and inventory of Buy back	As per RFP , Kindly refer section 2.6 " Existing Inventory/Setup" and Annexure 15 for further clarification.
9	Page#17	General Scope	After successful implementation, bidder should appoint a Technical Account Manager (TAM) for OICL from OEM, who will act as act as a single point of contact for OICL.	Bidder assume that this resource will sit at bidders place.	As per RFP, The TAM Resource can be deployed on shared model or need basis. The TAM is required to visit OICL head Office as and when required.
10	Page#19	Support during Warranty and AMC Period	All hardware infrastructure need to be covered under three year on-site warranty from the date of acceptance and post warranty period bidder needs to quote for applicable AMC support for next three years. The	we request OICL to consider the warranty from date of delivery not from date of installation	As per RFP
11	Page#20	Support during Warranty and AMC Period	The bidder shall perform shifting of servers within the identified/centralized locations of OICL as and when required. During shifting the bidder shall ensure no downtime and the bidder will have to arrange for suitable replacement of the respective hardware/servers. The vendor shall be responsible for any loss or damage caused to any of the solution/devices owing to negligence on his part.	Bidder assume that a separate PO will be given by OICL to Bidder.	Understanding is correct.
12	Page#23	24* 7 Onsite Support	24* 7 Onsite Support	Bidder assume that the necessary equipment to perform the work will be provided by OICL. also we request OICL to share the scope and leave policies for the resources. Also please confirm that these resources should be on the pay role of bidder or off role resources can be provided.	As per RFP , Kindly refer Section 2.5 "Facility Management"

13		General	Site access and permission	All kind of permission/access at site from feasibility check to link delivery will be arranged by customer. Inbuilding internal cable routing in false ceiling and under POP wall will be in customer scope of work	Access permission within data center environment will be provided as per the standard entry procedures. The entire racking , stacking of servers including cabling will be under the scope of selected bidder. Neccessary guidance will be provided by OICL.
14		General	Power and earthing	RACK Space, Proper power supply and earthing arrangement for the bidder network devices will be arranged and maintained by customer.	Space and power will be provided by OICL.
15		General	Network equipment safety	All the network equipments delivered by bidder at customer site for the Services should be kept under safe custody by the customer. In case any device found lost or damaged due to customer attribute than customer has to bear the cost for lost/damaged as well as new device.	Clarification: Kindly refer Section 4.13 "Force Majeure"
16		General	SLA Exemption	NO SLA penalty will be applicable on bidder incase the location is down due to 1) Power issue at customer end. 2) Improper earthing at site. 3) Equipment damaged due to water seepage or stolen from the location. 4) Access not available at site for the bidder engineer to check the issue. 5) LC not available at site. 6) Any condition which is beyond the control of bidder.	Clarification: Kindly refer Section 7 "Service Level Agreement"
17	Page#17	2.2 General Scope. Clause V	Provide 24x7 premium support service available from OEM i.e. M/s Oracle.	Please change the word "premium" to "premier".	Kindly refer section 2.2 "General Scope" point V for more clarification.
18	Page#59	10.10 Annexure 10: Undertaking for Land Border Sharing	(To be submitted by Bidder and OEMs on their respective letterhead)	Please remove this for OEM as this is being supplied by the bidder.	AS per RFP, Standard format of OEM will be accepted.
19	Page#16	2.2 General Scope	I. The scope of work covers end-to-end supply of servers including related software with all its components including required patch chord, electrical and LAN cabling etc., installation, commissioning, Testing, Configuration, Migration and Maintenance of all the proposed servers at the locations specified by OICL for its Data Center (DC) & Disaster Recovery (DR) sites or any other location specified by OICL.	Assume OICL shall arrange the DC space, Power and NW connectivity only.	As per RFP

20	Page#17	2.2 General Scope	III. The successful bidder shall adhere to best practice standards for the provisioning of services and testing of all functional/ vulnerabilities from time to time.	Assume OICL shall bear the cost for all audits, kindly confirm. Also share the frequency of VA audit.	OICL will conduct VA-PT on half-yearly basis and bidder needs to perform all activities related to closing of open points as identified during VA-PT exercises by OICL or of its any appointed auditors/pentesters.
21	Page#17	2.2 General Scope	VIII. After successful implementation, bidder should appoint a Technical Account Manager (TAM) for OICL from OEM, who will act as act as a single point of contact for OICL.	Assume the deployment of TAM required from the Day1 of warranty period only, kindly confirm.	As per RFP , Kindly refer Section 2.5.3 "Technical Account Manager"
22	Page#17	2.2 General Scope	XIII. The Bidder has to coordinate with other software/hardware/services vendors contracted by the OICL to resolve hardware, system software and integration issues with existing systems and application related problems during Installation, Migration, Maintenance and Management of the proposed servers. This will include future plans for IPV4 to IPV6 migration.	Kindly share the complete list of existing systems and applications to be integrated with new solution.	Kindly refer section 2.2 "General Scope" point V for more clarification.
23	Page#20	2.3 Support during Warranty and AMC Period	VII. The bidder shall perform shifting of servers within the identified/centralized locations of OICL as and when required. During shifting the bidder shall ensure no downtime and the bidder will have to arrange for suitable replacement of the respective hardware/servers. The vendor shall be responsible for any loss or damage caused to any of the solution/devices owing to negligence on his part.	Assume OICL shall arrange the support from other software/ application vendors for the shifting activity and might be required downtime as per their feedback. Hence requesting to amend the clause.	As per RFP
24	Page#21	2.3 Support during Warranty and AMC Period	XVI. An inventory database must be maintained to include the registered hardware warranties and software licenses existing as of the Start Date and the warranties and licenses for hardware and software including license renewal dates that are either procured through the Bidder or procured by OICL with notification to the Bidder for inclusion in such database.	Assume the same has to be maintained in Excel file only.	Understanding is correct.
25	Page#22	2.3 Support during Warranty and AMC Period	XXIX. Agreed AMC charges will be paid quarterly in arrears after deduction of penalty (if any). Taxes will be applicable as per prevailing tax rules.	Kindly amend the AMC payment term to Yearly advance.	As per RFP
26	Page#22	2.4 Installation, Migration and Testing	2.4 Installation, Migration and Testing	Whether the Installation, Migration and Testing of new solution can be done by bidder with OEM certified resources?	The responsibility for section 2.4 lies with the OEM only.
27	Page#23	2.4.2 Migration	VI. The bidder shall take a full backup of all the data before commencing the transfer of data to new systems at DC and DR sites.	Whether OICL shall arrange the necessary backup devices and media to take a full backup of all the data?	Kindly Refer Section 2.4.2 point VIII

28	Page#23	2.5.1 24* 7 Onsite Support	Bidder shall deploy 24 x 7 dedicated onsite resources from OEM for regular maintenance support of the systems for complete duration of contract from the date as per Clause 1.7. Support Level No. of Shifts on All Days Minimum Resources in each Shift L1 & L2 3 1 These resources should be field engineers of L1 & L2 level with ability to resolve any severity issues that may arise during the period.			From which date the vendor has to deploy these resources onsite?	Clarification: Within 15 days from the issuance of purchase order.																																	
29	Page#27	2.6 Existing inventory/setup	Bidder shall provide AMC and FM Support of the above listed inventory starting from the date of issuance of Purchase order till the completion of delivery, installation, commissioning of new Hardware at DC & DR and completion of migration activities defined as per clause 2.4.2. As the existing contract for FM services is being terminated on 31st May 2023 and OICL has invoked WAR (Work at Risk) condition with M/s Oracle, the bidder has to ensure that compliance for WAR must be adhered while submitting the bid.			Assume the AMC and FM Support for the existing inventory/setup required from 31st May 2023 onwards, kindly confirm.	As per RFP																																	
30	Page#32	Payment Terms	<table><tr><th>Item</th><th>Payment</th><th>Documents to be Submitted</th></tr><tr><td>Hardware and Software</td><td>70% against the delivery</td><td>Confirmation letter/mail from OEM, Delivery Certificate,Performance Bank Guarantee, Agreement</td></tr><tr><td rowspan="2">Installation report and ATR Implementation, Installation and Commissioning</td><td>30% Post Implementation</td><td>Documentation, Installation report and ATR</td></tr><tr><td>100% post sign off.</td><td>Certificate from authorized OICL Official</td></tr><tr><td>FMS</td><td>25% of the Annual Charges at the end of each quarter or part thereof</td><td>Quarterly call reports, MIS Reports/Attendance</td></tr><tr><td>AMC</td><td>25% of the Annual Charges at the end of each quarter</td><td></td></tr></table>	Item	Payment	Documents to be Submitted	Hardware and Software	70% against the delivery	Confirmation letter/mail from OEM, Delivery Certificate,Performance Bank Guarantee, Agreement	Installation report and ATR Implementation, Installation and Commissioning	30% Post Implementation	Documentation, Installation report and ATR	100% post sign off.	Certificate from authorized OICL Official	FMS	25% of the Annual Charges at the end of each quarter or part thereof	Quarterly call reports, MIS Reports/Attendance	AMC	25% of the Annual Charges at the end of each quarter		<table><tr><th>Item</th><th>Payment</th><th>Documents to be Submitted</th></tr><tr><td>Hardware and Software</td><td>90% against the delivery</td><td>Confirmation letter/mail from OEM, Delivery Certificate,Performance Bank Guarantee, Agreement</td></tr><tr><td rowspan="2">Installation report and ATR Implementation, Installation and Commissioning</td><td>10% Post Implementation</td><td>Documentation, Installation report and ATR</td></tr><tr><td>100% post sign off.</td><td>Certificate from authorized OICL Official</td></tr><tr><td>FMS</td><td>Yearly advance</td><td></td></tr><tr><td>AMC</td><td>Yearly advance</td><td></td></tr></table>	Item	Payment	Documents to be Submitted	Hardware and Software	90% against the delivery	Confirmation letter/mail from OEM, Delivery Certificate,Performance Bank Guarantee, Agreement	Installation report and ATR Implementation, Installation and Commissioning	10% Post Implementation	Documentation, Installation report and ATR	100% post sign off.	Certificate from authorized OICL Official	FMS	Yearly advance		AMC	Yearly advance		As we have to pay OEM in advance so kindly incorporate below changes	As per RFP
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AMC	Yearly advance																																							
31	Page#31	3.1.14 Payment Terms	Hardware and Software: 70% against the delivery 30% Post Implementation			Kindly amend the Payment Terms for HW & SW as: 80% against the delivery 20% Post Implementation	As Per RFP																																	
32	Page#32	3.1.14 Payment Terms	FMS: 25% of the Annual Charges at the end of each quarter or part thereof			We request you to kindly amend the Payment Terms for FMS as: 25% of the Annual Charges at the beginning of each quarter or part thereof	As Per RFP																																	
33	Page#32	3.1.14 Payment Terms	AMC: 25% of the Annual Charges at the end of each quarter			We request you to kindly amend the Payment Terms for AMC as: 25% of the Annual Charges at the beginning of each quarter or part thereof	As Per RFP																																	

34	Page#45	6.4 Eligibility cum Technical Evaluation	<p>Bidder Experience:</p> <p>Marking criteria for similar projects in nature in last 5 years 1. Three projects : 70 marks 2. More than Three and Up to Five Projects: 85 marks 3. More than Five projects : 100 marks</p>	Since the Eligibility Criteria for similar experience applies to Bidder / OEM, we request you to kindly amend the Technical Evaluation Criteria in line with same, i.e., Bidder/OEM Experience.	Bidder/OEM credentials will be accepted.
35	Page#48	7.1.3 Penalty on Default of Implementation of Server Infrastructure	<p>Server Availability Penalty</p> <p>99.95 %: 0</p> <p>99.9 %: 1 % of TCO Value</p> <p>99.8 %: 2 % of TCO Value</p> <p>99.7 %: 3 % of TCO Value</p> <p>99.6 %: 4 % of TCO Value</p> <p>99.5 %: 5 % of TCO Value</p> <p>99.4 %: 6 % of TCO Value</p> <p>...and so on</p>	<p>Kindly relax the Server Availability penalty clause as:</p> <p>99.95 %: 0</p> <p>99.9 %: 0.5 % of TCO Value</p> <p>99.8 %: 1 % of TCO Value</p> <p>99.7 %: 1.5 % of TCO Value</p> <p>99.6 %: 2 % of TCO Value</p> <p>99.5 %: 2.5 % of TCO Value</p> <p>99.4 %: 3 % of TCO Value</p> <p>...and so on</p>	As per RFP
36		GEM RFP: Experience & Turnover related criteria.	Criteria pertaining to Similar Experience & Turnover etc.	<p>We understand that the Criteria pertaining to eligibility / technical evaluation / Years of Past Experience/ Similar Services / Turnover Criteria etc. given in GEM RFP will be over-ridden by eligibility criteria given in OICL's tender document OICL/HO/ITD/SERVER/2023/02 Dated 14/07/2023.</p> <p>(Terms of OICL's referred tender document only shall prevail and supporting documents pertaining to the same only need to be submitted by bidder).</p> <p>Kindly confirm if our understanding is correct.</p>	Understanding is correct.
37	Page#23	2.5 Facility Management Services 2.5.1 24* 7 Onsite Support	Support Level L1 & L2/ No. of Shifts =3 / Minimum Resource Per Shift = 1	Kindly specify the support level (L1/L2) required in each shift.	As per RFP
38	Page#32	3.2 Other RFP Requirements	b).....Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by OICL.	We understand that any expenses (performing the benchmark, travel, stay, etc.) for expenses incurred by OICL or the bidder shall be borne by the respective organization. Please confirm.	Understanding is correct.
39	Page#79	11.2 Appendix 2: Bill of Material	Table D – Buy back Cost - Buy back Items (Please mention cost of each item listed in Annexure – 15)	We request you to kindly amend the Table D format for bidders to be able to quote each line item separately.	As per RFP
40	Page#36, 48	4.14 Liquidated Damages 7.1.3 Penalty on Default of Implementation of Server Infrastructure	<p>4.14 Liquidated Damages</p> <p>7.1.3 Penalty on Default of Implementation of Server Infrastructure</p>	As per the RFP, Penalty & LD both are being levied on Project Timelines for the same milestones. Both should not be applicable at the same time for the same delay. Total deduction on account of Penalty and LD should not be more than 10% of the total contract value.	Clarification: Kindly refer RFP Clause 4.14 "Liquidated Damages" . The overall capping for penalties is 10% of the contract price.
41	Page#23	2.5 Facility Management Services	2.5.1 24* 7 Onsite Support Bidder shall deploy 24 x 7 dedicated onsite resources from OEM for regular maintenance support of the systems for complete duration of contract from the date as per Clause 1.7.	Please confirm as to from when the resources need to be deployed: date of sign off or any other date. Basis which OICL shall release the payments for the deployed resources accordingly.	Clarification: Kindly refer RFP clause 2.6 "Existing Inventory/setup"

42	Page#17	2.2 General Scope IV	The successful bidder shall provide 24*7*365 a centralized helpdesk/ customer care telephone number/ email/ fax number for attending request/ complaints.	Please confirm if helpdesk/customer care need to be proposed dedicated or can be proposed shared helpdesk.	As per RFP
43	Page#18	2.2 General Scope XXII	In the event that the solution provided is not able to meet the performance standards specified in the RFP, at the time of go live, the successful bidder will be required to augment/ upgrade the hardware & software components to ensure that the performance requirements are met. The additional hardware equipment & software shall be provided by the successful bidder at no extra cost to OICL.	We understand the sizing inputs given in RFP is sufficient to cater the need of application performance requirement. Bidder needs to size servers as per given sizing. Please confirm	As per RFP
44	Page#19	2.2 General Scope XXX	The bidder needs to integrate proposed solution with existing security solutions of OICL such as McAfee SIEM and Arcon PAM etc. The necessary support will be provided by OICL during integration.	We understand the activity will be required to perform at server side by bidder and SIEM and Arcon PAM shall be done by OICL . Please confirm	As per RFP
45	Page#23	2.4.2 Migration	The bidder shall be required to migrate the data from different systems currently installed at DC and DR Sites, which include INLIAS Application Server, Database Server, Reporting Server, Test & Development Server, HRMS Application Server, Database Server, Web Server, and Test & Development Server, BI server etc.	Please confirm application migration and configuration to be done by OICL	As per RFP
46	Page#23	2.4.2 Migration	The bidder shall migrate the Oracle databases from the existing systems to the new systems without any data loss, alteration or tampering. The System Integrator shall get the complete data migration plan vetted by Oracle and submit the same to OICL prior to carrying out the data migration.	Appropriate and prerequisites will be fulfilled by OICL before initiate migration. Please confirm.	As per RFP
47	Page#23	2.4.2 Migration VI	The bidder shall take a full backup of all the data before commencing the transfer of data to new systems at DC and DR sites.	We understand that backup solution shall be provided by OICL to perform this activity. Kindly confirm.	As per RFP
48	Page#23	2.4.2 Migration XI	The bidder shall demonstrate through testing that all the data has been successfully migrated to the new systems without any loss of data; that there are no permission / right issues; that the data integrity and consistency has been maintained; and that the migrated data is fully accessible by the users through the respective applications.	We understand that testing environment shall be created on the same Hardware and appropriate sizing has been considered in RFP. Please confirm.	As per RFP
49	Page#77	Appendix 1: Minimum Technical Specification	9. Boot source: 2 x 6.4 TB, NVMe	Please update to 4 x 6.4 TB, NVMe for high availability and Raid capability.	Revised Clause: Boot source: 4 x 6.4 TB, NVMe
50	Page#17	2.2 General Scope IX.	Any item of work/services/equipment not specifically mentioned above but considered essential for the completion of the work in all respect shall be deemed to be included in the scope of work (SOW).	Request you to kindly provide more clarity on this clause.	As per RFP
51	Page#22	2.3 Support during Warranty and AMC Period Point XXVIII.	Further provided that OICL may, during the currency of the warranty, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to OICL.	We understand that shifting and re-installation shall be taken care by OICL at its own cost. Supplier's scope will be limited to continued maintenance/warranty at new location. Kindly confirm.	As per RFP

52	Page#22	2.3 Support during Warranty and AMC Period PointXXI.	Creation of Physical Domain and logical domains/containers as per OICL Requirement. The services team shall configure the domains/virtual environments as required by the solution. All required settings and configurations will be the responsibility of the services team.	Request you to kindly provide more clarity on this clause.	As per RFP
53	Page#24	2.5.2 Advanced Monitoring and Resolution Services	The service needs to address incident, change, and problem management, availability and performance reporting, and configuration management.	We understand that for monitoring and management of the system, ITSM Tool will be provided by OICL. Kindly confirm.	As per RFP
54	Page#16	Clause 2.1 "Scope of work"	The additional hardware equipment and / or Software, if required during the project duration, shall be provided by the successful Bidder at no extra cost to OICL	Does additional hardware equipment /software also includes additional licenses	Understanding is correct.
55	Page#77	Appendix 11.1 Technical Specification	Point no 3 " Minimum 192-core per server with highest cache available with processor to be quoted. Minimum clock speed should be 4.5 GHz or above" provided by the successful Bidder at no extra cost to OICL	We understand that currently OICL is using 192 cores on existing server , we would like to know what future scalability OICL is looking for.	The minimum quantity is mentions for the requirement of day-1 for future growth purposes the supplied hardware should be upgradable upto 256 cores as per OEMs standard policies.