

Reply to Pre-bid Queries for Procurement of Web Portal Server AMC
Tender Ref. No. OICL/HO/ITD/WEB PORTAL SERVER-AMC/2022/01 Dated 12/10/2022

S. No.	Page No.	Point/Section	Existing Clause	Query Sought	OICL's Response
1	17	Point # 1	During the AMC/Support tenure all firmware, patches, update & upgrade should be provided by OEM. For HPE/OEM support should be onsite include part & labour onsite if required.	Kindly confirm as to who is managing the support currently and also confirm if the existing Hardware & Support are updated till date with the latest patches, firmware etc.	M/s Progression is the current service provider
2	17	Point # 4	During the period of AMC, it will be mandatory on the part of the Bidder to attend and resolve breakdown calls (if any) as per the parameters/ time-frame defined in the SLA Section 7 of this document. Breakdown penalty (if any) will be charged as per the terms defined in SLA section. The Bidder shall provide the support services like repair, replacement to resolve the problem as per the service levels	Kindly share the Monthly ticket size with hardware & software break-up	1 Hardware and 9 OS related ticket in last one year
3	18	Point # 6	The Bidder shall provide support including management and administration of software by applying software patches/ service packs and keep the solution updated or upgraded with the functionalities; compression-protocol updates etc. to latest version without any additional cost to OICL. The bidder will provide support for Operating Systems and other preinstalled software components during the AMC period of the hardware on which these software & operating system will be installed. Installation, configuration, testing and managing for proposed systems at both sites.	Please clarify if this is part of RIMM Services if yes then also clarify the name of other preinstalled software components	Please Refer RFP Section 2 (Scope of Work)
4	19	Server Administration	OS Management	No of Physical Servers with are used for Virtualization. Please specify separately for DC & DR	No virtualization layer is being used in portal infra.
5	19	Server Administration	OS Management	No of virtual Linux Servers ? Please specify separately for DC & DR	No virtualization layer is being used in portal infra.
6	19	Server Administration	OS Management	Do you have any Patch management tool ? If yes, please share the details	No Patch management tool is being used in portal infra
7	19	Server Administration	OS Management	What is the patching cycle (Monthly or Quarterly) ?	As and when required
8	19	Server Administration	OS Management	Please provide details of the number of Infra applications hosted on Servers with count (Like FTP, DNS , File Servers, Active Directory, DHCP , etc)	None
9	19	Point # 15 of Server Administration	The current operating system is RHEL 6.6 and needs to be upgraded to 7.x	Please provide details of the number of Servers to be upgraded	Please Refer RFP Section 2 (Scope of Work)

10	19	Cluster Management	Cluster Management	Please provide details of the number of Clusters in DR and DC and Number of Servers In each Cluster?	4 Application servers in active-active cluster and 2 DB servers in active-passive mode for both DC and DR
11	19	Point # 7 of Cluster Management	Bidder has to give Support on Cluster related DB issues also	Kindly give full details of DB OEM and version	MySQL 5.6.25 ,DB Size 530 GB ,Liferay 6.2 (Liferay 10 GB),Alfresco 2 GB (Same on DR site)
12	19	Point # 8 of Cluster Management	Monitoring of Load balancer/s performance and configuration/s with respect to incoming traffic	Please provide details of Load Balancers ?	Currently Server load balancers are under the scope of M/s Wipro .
13	20	Point #1 of Storage Management	Sizing, Mounting and Mapping of allocated logical storage units to the existing file system of servers in DC & DR.	Please provide details of Storage Make and Model with capacity.	EMC Vmax 100K , sufficient capacity is available.
14	20	Point #1 of Storage Management	Sizing, Mounting and Mapping of allocated logical storage units to the existing file system of servers in DC & DR.	1) We understand that storage management is not part of scope of this RFP. Bidder is responsible for server management and file system/volume management within server/VM. Please confirm. 2) Kindly give full details of Storage OEM Details and Qty.	Selected Bidder will coordinate with OICL's Storage Management team as per the scope mentioned in RFP, EMC Vmax 100K , sufficient capacity is available.
15	20	Point #3 of Storage Management	The deployment, backup and restoration of application/s in DC and DR servers as per OICL instructions or on request of application/s vendor/s.	1) We understand that Backup solution management, backup and restoration etc. are not part of scope of this RFP. Please confirm. 2) Kindly give full details of backup policy and current backup size and Backup appliance Size too and only Data backup is for DC only ?	1)Selected Bidder will coordinate with OICL's backup team as per the scope mentioned in RFP. 2) MySQL 5.6.25 ,DB Size 530 GB ,Liferay 6.2 (Liferay 10 GB),Alfresco 2 GB (Same on DR site)

16	20	Point #4 of Storage Management	Database Backup/s, Restoration/s and migration/s between DC and DR servers as when required.	1) We understand that database management is not part of scope of this RFP. Bidder is responsible for server management and OS management only. Please confirm. 2) Kindly give full details of Database OEM name and version.	1)Coordination with DB team as per the scope mentioned in RFP, 2) MySQL 5.6.25 ,DB Size 530 GB ,Liferay 6.2 (Liferay 10 GB),Alfresco 2 GB (Same on DR site)
17	20	Configuration/Patch Management	Middleware Management	1) We understand that middleware management is not part of scope of this RFP. Bidder is responsible for server management and OS management only. Please confirm. 2) Kindly let us know as to how many Web Servers are in SCOPE (Please share the breakup for IIS, Apache, NGIX)	1)Middleware management in scope, 2) 2 web server in DC and 2 web server in DR
18	20	Configuration/Patch Management	Bidder should provide and implement patches / upgrades / updates for Hardware / Software / OS / Middleware etc.	1) We understand that bidder is responsible for server management and OS management only. Please confirm. 2) Kindly give full details of Middleware OEM Details and Qty	Please Refer RFP Section 2 (Scope of Work), 2) 4 Apache, 2 tomcat in DC and 4 Apache, 2 tomcat in DC
19	20	Patch Management	Patch Management	1) We understand OICL has its own patch management tool and its not part of scope of this RFP. Bidder is only responsible for OS version upgrade as mentioned in the RFP. Please confirm. 2) How Patch Management is being performed Currently (Monthly/ Quarterly)?	1) OICL does not have any patch management tool, 2) as and when required manually
20	20	Patch Management	Patch Management	Which tool is used for Patch Management ?	OICL does not have any patch management tool
21	20	Antivirus management:	Coordinate with OICL's Anti-Virus /HIPS team for updating, reporting and monitoring	1) We understand that Antivirus/HIPS management is not part of scope of this RFP. Bidder is responsible for server management and OS management only. Please confirm. 2) Please share details for the AV. We understand that bidder's scope is limited to servers but not AV Management. Kindly confirm if our understanding is correct.	1)Selected Bidder will coordinate with OICL's Antivirus/ HIPS team if required. 2) Symantec AV
22	20	Incident Management	Service Desk	Please share the current call flow to raise a ticket.	No tool is available with OICL, being done
23	20	Incident Management	Tools Management	Kindly provide the list of all the tools which can be leveraged by the bidder for Management.	

24	20	Incident Management	Vendor should ensure the incident management process to prevent disruption to the application, along with resulting incidents	Which tool is used for Incident Management ?	manually
25	21	System Backup and Recovery	DB management	Please share the number of Microsoft Data base(MSDB) instances.	None
26	21	System Backup and Recovery	DB management	Please share the number of MYSQL DB instances ?	Two
27	21	System Backup and Recovery	DB management	Please share the number of Oracle DB instances ?	None
28	21	System Backup and Recovery	DB management	Please share the details of any other database in scope with count.	None
29	21	System Backup and Recovery	DB management	Please share the number DB instances configured in Replication	3 DB instances in DC (Mysql, Liferay, Alfresco) & the same 3 DB instances in DR
30	21	System Backup and Recovery	DB management	Please share the number Database Servers configured in Cluster .	2 Database Servers configured in Cluster in DC and same in DR
31	21	DR Drill Disaster recovery	DR Management	Which tool is being used for DR management?	No tool is being used by OICL currently
32	21	DR Drill Disaster recovery	DR Management	For how many servers DBs are replicated to the DR site?	All 3 DB Servers are replicated at DR
33	22	Remote Infrastructure Monitoring and Management (RIMM) Services	Bidder shall deploy 24 x 7 dedicated resources with ability to resolve any severity issues that may arise during the contract period through Remote Infrastructure Monitoring and Management (RIMM) Services through their in house NOC on 24*7 basis.	We understand that you need a remote infra support 24X7 from Bidder's in-house NOC. These resources at bidder's NOC need not be dedicated for OICL. Pls. confirm.	your understanding is correct
34	22	Remote Infrastructure Monitoring and Management (RIMM) Services	Bidder shall deploy 24 x 7 dedicated resources with ability to resolve any severity issues that may arise during the contract period through Remote Infrastructure Monitoring and Management (RIMM) Services through their in house NOC on 24*7 basis.	Do we need to manage Networks and Links?	Coordination with OICL's Network vendors.
35	22	2.3 Existing inventory/setup	OICL devices consists of Linux, Solaris and Windows Operating Systems.	Inventory mentioned in the RFP for Web Portal Servers are RHEL 6.7 OS. Solaris and Windows seemed to be typo error. Kindly confirm.	Only RHEL 6.6
36	22	2.3 Existing inventory/setup	The servers in turn are used to host applications including INLIAS, SAP, HRMS, Portal, E-mail, Proxy DLP, ECM etc. that provide business services to the users	We understand that patches / firmware / any upgrade of these application will be taken care by OICL team. Please confirm if our understanding is correct.	Any upgrade/installation of patches / firmware / of portal related hardware and OS is in scope of the bidder

37	23	Active Directory	AD Management	1) We understand that AD management is not part of scope of this RFP. Bidder is responsible for server management and OS management only. Please confirm. 2) Do we have Active Directory Management in bidder's scope ?	1) Please Refer RFP Section 2 (Scope of Work), 2) Active Directory Management is out of scope
38	23	2.3 Existing inventory/setup	Security Devices Firewall - Cisco IPS – Cisco Load Balancer - Radware Web Application Firewall – Radware	1) We understand that Security devices, network, IPS, load balancer, WAF, AV, backup and storage management is not part of scope of this RFP. Bidder is responsible for server management and OS management only. Please confirm. 2) Please clarify if these components should also be covered under the RIMM Support. If yes, then kindly share the total qty of each products.	1) Please Refer RFP Section 2 (Scope of Work), 2) Security Devices Firewall - Cisco IPS – Cisco Load Balancer - Radware Web Application Firewall – Radware are out of scope
39	NA	NA	Virtualization Management	Do we have any Virtualization Environment in Management Scope of this RFP?	1) Please Refer RFP Section 2 (Scope of Work)
40	NA	NA	Automation	Do we have any automation tools in place? if yes, please share the details.	No
41	15	1.6 Eligibility Criteria: Point 8	The bidder must have executed at least one project of similar nature in any BFSI/GOVT/PSU in India in preceding three years.	Our understanding is that "Similar Nature" here implies projects which include AMC and/or RIMM Services of IT equipment. Kindly confirm if our understanding is correct.	Your understanding is correct.
42	15	1.6 Eligibility Criteria: Point 8	The bidder must have executed at least one project of similar nature in any BFSI/GOVT/PSU in India in preceding three years.	Our understanding is that projects "completed" or "ongoing" during preceding three years will be acceptable (PO data can be greater than 3 years). Kindly confirm if our understanding is correct.	Your understanding is correct.
43	42	Technical Evaluation	Marking criteria for similar projects in nature in last 5 years 1. One project : 70 marks 2. Two projects: 85 marks 3. Three projects : 100 marks	Our understanding is that "Similar Projects" here implies projects which include AMC and/or RIMM Services of IT equipment. Kindly confirm if our understanding is correct.	Your understanding is correct.
44	42	Technical Evaluation	Marking criteria for similar projects in nature in last 5 years 1. One project : 70 marks 2. Two projects: 85 marks 3. Three projects : 100 marks	Our understanding is that projects "completed" or "ongoing" during preceding five years will be acceptable (PO data can be greater than 3 years). Kindly confirm if our understanding is correct.	Your understanding is correct.
45	27	3.1.9 Payment Terms	Agreed AMC charges will be paid quarterly in arrears after deduction of penalty (if any). Taxes will be applicable as per prevailing tax rules.	Since bidders need to pay AMC charges to OEMs on "Annually In Advance" basis, we request OICL to kindly amend the payment terms for AMC as "Annually in Advance"	As per RFP

46	44	Server Availability Penalty	<p>Server Availability Penalty</p> <p>99.95 %: 0</p> <p>99.9 %: 1 % of Quarterly TCO Value</p> <p>99.8 %: 2 % of Quarterly TCO Value</p> <p>99.7 %: 3 % of Quarterly TCO Value</p> <p>99.6 %: 4 % of Quarterly TCO Value</p> <p>99.5 %: 5 % of Quarterly TCO Value</p> <p>99.4 %: 6 % of Quarterly TCO Value</p> <p>99.3 %: 7 % of Quarterly TCO Value</p> <p>99.2 %: 8 % of Quarterly TCO Value</p> <p>99.1 %: 9 % of Quarterly TCO Value</p> <p>99 %: 10 % of Quarterly TCO Value</p>	<p>The existing Penalties are very stringent. We request OICL to kindly amend the penalties as below:</p> <p>Server Availability Penalty</p> <p>99.95 %: 0</p> <p>99.9 %: 0.5 % of Quarterly Annual Value</p> <p>99.8 %: 1 % of Quarterly Annual Value</p> <p>99.7 %: 1.5 % of Quarterly Annual Value</p> <p>99.6 %: 2 % of Quarterly Annual Value</p> <p>99.5 %: 2.5 % of Quarterly Annual Value</p> <p>99.4 %: 3 % of Quarterly Annual Value</p> <p>99.3 %: 3.5 % of Quarterly Annual Value</p> <p>99.2 %: 4 % of Quarterly Annual Value</p> <p>99.1 %: 4.5 % of Quarterly Annual Value</p> <p>99 %: 5 % of Quarterly Annual Value</p>	As per RFP
47	44	Server Availability Penalty	<p>Server Availability Penalty</p> <p>99.95 %: 0</p> <p>99.9 %: 1 % of Quarterly TCO Value</p> <p>99.8 %: 2 % of Quarterly TCO Value</p> <p>99.7 %: 3 % of Quarterly TCO Value</p> <p>99.6 %: 4 % of Quarterly TCO Value</p> <p>99.5 %: 5 % of Quarterly TCO Value</p> <p>99.4 %: 6 % of Quarterly TCO Value</p> <p>99.3 %: 7 % of Quarterly TCO Value</p> <p>99.2 %: 8 % of Quarterly TCO Value</p> <p>99.1 %: 9 % of Quarterly TCO Value</p> <p>99 %: 10 % of Quarterly TCO Value</p>	<p>We understand all the systems are in HA and downtime calculations shall done on overall solution availability. Please confirm</p>	As per RFP
48		All Eligibility & Technical Scoring Criteria	<p>Clause to be added for All Eligibility & Technical Scoring Criteria</p>	<p>Kindly add the following clause:</p> <p>"In case of corporate restructuring involving Business Transfer, all the Qualifying Criteria / Technical Scoring Criteria (or any other criteria pertaining to bidder's credentials) can be met by the bidding entity itself, or by the bidding entity's parent company (if the bidding entity is 100% owned subsidiary of the parent company) or by fellow subsidiary company (which is 100% owned by the parent company). Supporting documents of the parent company's / fellow subsidiary company's credentials shall also be acceptable for all the Eligibility Criteria/Technical Scoring and any other criteria requiring bidder's credentials to qualify."</p>	<p>Supporting documents of the parent company's / fellow subsidiary company's credentials shall also be acceptable for all the Eligibility Criteria/Technical Scoring</p>

49	20	IT Governance:	IT Governance: The selected vendor should put in a process of review framework at various levels using a combination of structured review meetings, scheduled status reports as well as need based interactions: Follow the defined escalation matrix to facilitate notifications to concerned officials at right time. Incident report to be submitted within 1 working day with corrective action plan or action taken. Put up monthly performance reports sharing the following areas: Production incidences happened during the period and preventive action taken. Status and plan for key issues. Systems health, issues & resolutions and activities carried out during the period. Provide the outage during the period and reconciliation with the outage report.	Scope of this project is only AMC hence this clause is not relevant. Request you to delete the same.	As per RFP
50	20	Closure of Observations:	Closure of Observations: Prompt Compliance and closure of any observation(s)/finding(s) /recommendation(s)/Query(ies)/Advisories of any Audit/Concurrent Audit/Management Audit/Information Security Audit/External Audit/Inspection and Management Audit or IT Risk Management or IT Compliance or Information Security Department /ISNP/PSS-Act/Comprehensive Security Review/ IRDAI/GOI /SOC Observations-Alerts-VA-PT/any regulatory authority etc. which shall be advised from time to time by the OICL to the selected bidder in respect of Solutions provided and Solutions setup. The bidder should provide maintenance services so as to comply with various regulatory and compliance requirements. I.e. Compliance with IS policy of Organization. Up-gradation of latest firmware/operating systems, installation of operating system patches/ emergency security patches for the hardware in scope	We understand this clause is applicable w.r.t Server AMC and Operating system as only these items are part of bidders AMC scope. Please confirm	As per RFP
51	21	DR Drill Disaster recovery	DR Drill Disaster recovery 1) Execution of various tasks and activities related to Disaster Recovery (DR) drill every three (3) months as recommended by OICL 2) Coordinating activities with multiple vendors involved in the DR drill execution 3) Performing failover of proposed Systems from DC to DR site in compliance with the RTO (2 Hours), RPO values (1 Hour) and timely failback to DC after restoration to normalcy during a disaster / planned quarterly DR drill. Co-ordination with application vendor and other vendors for data center equipment like Storage, Backup and DR Management at the time of DR Drills. 4) Managing uptime of servers as per SLAs.	Scope of this project is only Server hardware AMC and OS management hence this clause is not relevant. DR drill, data replication, RTO & RPO, Storage backup and DR Management including DR Drills should not be control of this bidder. Request you to delete the same.	Coordination with OICL's vendors and perform activities as per RFP is in scope

52	21	Security Compliances	OICL conducts VAPT and Information Security audit based on its audit policy and IRDAI ISNP guidelines. The Selected Bidder needs to comply with the findings of the VAPT/ audit/ISNP in terms of the hardware, software, OS, DB & applications provided under this RFP. Closure of Quarterly Vulnerability Assessment & Penetration Testing (VA-PT) observations, IRDAI observations, concurrent audit observations and evidence gathering, latest security patches, etc.	We understand this clause is applicable w.r.t Server AMC and Operating system as only these items are part of bidders AMC scope. Please confirm	coordination with OICL's vendors and Please Refer RFP Section 2 (Scope of Work)
53	22	2.3 Remote Infrastructure Monitoring and Management (RIMM) Services	These resources should be field engineers of at least. L3 level.	We request to amend this clause as under "These resources should be field engineers of at least L1 level." Since overall SLA management is bidder's responsibility and this would load overall TCO to OICL.	These resources should be field engineers and capable of handling
54	22	2.3 Remote Infrastructure Monitoring and Management (RIMM) Services	3. For provisioning of RIMM tool VPN connections to authorized personnel of bidder will only be provided by OICL.	We understand appropriate bandwidth for remote VPN connection with right access shall be provided by OICL for management. Please confirm.	Please Refer RFP Section 2 (Scope of Work)
55	22	2.3 Remote Infrastructure Monitoring and Management (RIMM) Services		Please confirm if OICL need onsite resources to replace part or issues which can not be managed remotely.	Please Refer RFP Section 2 (Scope of Work)
56	23	Details of Server Equipment to be covered under AMC	Details of Server Equipment to be covered under AMC	We understand bidder has to cover the list mentioned here only in their scope. No additional item/services/scope etc. to be covered by bidder. Please confirm.	Please Refer RFP Section 2 (Scope of Work)
57	23	2.4 Geographical Location	Primary Data Centre(DC) - Bengaluru Secondary Data Center (DR) - Mumbai	We understand only DC & DR locations are in scope of this bidder for service(s) delivery. Please confirm	Please Refer RFP Section 2 (Scope of Work)
58	28	3.2 Other RFP Requirements	e. The successful bidder is required to buy the RHEL licenses in the name of OICL and submit documentary evidences of the same.	We understand only AMC/renewal is in scope of this RFP. Please delete this clause.	Please Refer RFP Section 2 (Scope of Work)
59	69	10.1 Appendix 1: Bill of Material	Table A: AMC of Hardware and Software - RHEL HA Subscription for 4 node cluster (No of server nodes) at DC	We understand RHEL High Availability, Standard subscriptions for 6 nodes out of 16 nodes to be provided by bidder. Please confirm.	As per RFP
60	69	10.1 Appendix 1: Bill of Material	Table A: AMC of Hardware and Software - RHEL HA Subscription for 4 node cluster (No of server nodes) at DR	We understand RHEL High Availability, Standard subscriptions for 6 nodes out of 10 nodes to be provided by bidder. Please confirm.	As per RFP
61	17	2.1.1	1. The equipment shall be under comprehensive annual maintenance contract covering all parts / components, for a period of 2 years from the date of expiration of expiration of current AMC and further extendable up to 1 year.	In case extension of the contract, request you to consider the price escalation for 3rd year on mutual agreement basis since there will a price escalation from OEMs.	As per RFP

62	22	2.3	Remote Infrastructure Monitoring and Management (RIMM) Services	We request you to share location wise list of Infrastructure to be monitored and managed from NOC.	As per RFP
63	22	2.3.5	In case of manual intervention required at the DC/DR, the bidder will be required to deploy resources at the DC/DR for closure of the issue as per the SLA.	Please confirm the approximate numbers of events per annum (as per the last one or two years trend) where manual intervention is required at the DC/DR.	1 Hardware and 9 OS related ticket in last one year
64		General	General	Request to share the Licenses details of RedHat	Will be shared with successful bidder however RHEL has the details for it.
65		General	General	We understand the OICL will provide the access of Infrastructure monitoring tools to the bidder's authorised person.	No tool
66		General	General	Request to share the last 6 months call dump	1 Hardware and 9 OS related ticket in last one year
67		General	General	We request you to please consider the back to back payment terms for B2B HP & RedHat components (Quarterly Advance for HP & 100% Advance for RedHat)	As per RFP
68	30	4.6	<p>Indemnity- The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <p>a) Non-compliance of the Bidder with Laws / Governmental Requirements</p> <p>b) IP infringement</p> <p>c) Negligence and misconduct of the Bidder, its employees, and agents</p> <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.</p>	We need to indemnify OICL for claim arising due to losses or liabilities. OICL is nowhere indemnifying us for loss or liabilities arising due to act or omission on their part. Kindly consider.	As per RFP

69	32	4.16	<p>Termination for Insolvency-OICL may, at any time, terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if:</p> <p>i. The Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OICL.</p> <p>ii. the Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the OICL</p>	<p>This is one-sided clause. We request to make this mutual.</p> <p>Suggested clause as below;</p> <p>Either Party may, at any time, terminate the contract by giving written notice to the other Party, without any compensation, whatsoever if:</p> <p>i. The Party becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to other Party.</p> <p>ii. the Party is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture / shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the other Party.</p> <p>Notwithstanding anything contain in the contract, the selected proposer shall be entitled to receive all dues for the services rendered upto the effective date of the termination of the contract.</p>	As per RFP
70	33	4.17	<p>Termination for Convenience-OICL may send by 30 calendar day written notice to the Bidder to terminate the contract, in whole or in part at any time of their convenience. In the event of the Bidder wishing to terminate this agreement, the Bidder may send by 90 calendar day written notice to OICL to terminate the contract, in whole or in part at any time of their convenience.</p>	<p>This clause should be mutual.</p> <p>Either Party can terminate this Contract in whole or in part at any time of their convenience, upon giving the other party 1 (one) month written notice of its intention so to do.</p> <p>Business to review and comment</p>	As per RFP

71	35	4.26	<p>Limitation of Liability -Bidder's cumulative liability for its obligations under the contract shall not exceed the total contract value and the Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.</p>	<p>The Limitation of Liability clause is suggested to be replaced with below clause-</p> <p>Limitation of Liability</p> <p>"Notwithstanding anything contained, (i) the aggregate maximum liability of selected agency in connection with the obligations undertaken, regardless of the form or nature of the action giving rise to such liability, shall under no circumstances exceed the amount actually received by selected agency from the OICL in six (6) months immediately preceding the occurrence of the event giving rise to the OICL's claim for any damages ; (ii) selected agency shall also not be liable for any delay, default, failure, breach of its obligations under this Agreement, if the same is caused to any acts or acts of omission of the OICL or any third party acting on behalf of the OICL (iii) selected agency shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries, that may arise out of or be caused in connection with or result from this Agreement or any other obligations undertaken under the terms of this Agreement."</p>	As per RFP
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72			General	<p>We suggest below clauses to be added-</p> <p>1) OICL's Obligation:</p> <p>a. Where selected agency provides services at OICL's site, OICL shall arrange to make available to selected agency's personnel reasonable office, computer and communication facilities at no cost to selected agency.</p> <p>b. OICL shall ensure the safety of selected agency personnel while working at their site.</p> <p>c. OICL shall not employ any of selected agency's Personnel on any work, which, in the opinion of selected agency is inappropriate to his/her qualifications and experience or on any work, which is not directly connected with the services to be rendered.</p> <p>d. OICL shall also assist, help and co-operate fully with selected agency and its personnel in the course of their rendering services under this Agreement and promptly make available all such information, documentation, assistance, facilities and services, reasonably required by selected agency or its personnel for the performance of their obligations under this Agreement.</p> <p>2) Penalty on late payment of dues: In the event of failure on the part of the OICL to make payments to 3i Infotech, within thirty (30) days from the date of receipt of the invoice from 3i Infotech, 3i Infotech shall be entitled to withdraw its employees from providing Services to the Client and/ or levy penal charges on any such overdue amounts. Penalty on such overdue amounts shall accrue at a rate of 15% per annum. Upon</p>	As per RFP
73	18	2.1 Annual Maintenance point 6	The Bidder shall provide support including management and administration of software by applying software patches/ service packs and keep the solution updated or upgraded with the functionalities; compression-protocol updates etc. to latest version without any additional cost to OICL. The bidder will provide support for Operating Systems and other preinstalled software components during the AMC period of the hardware on which these software & operating system will be installed. Installation, configuration, testing and managing for proposed systems at both sites.	<p>As per RFP & our understanding the Installation, configuration, testing and managing only for those Software that are mentioned in the BOQ.</p> <p>If installation, configuration, testing & managing of any other software is required, kindly provide the details for the same.</p>	As per RFP
74		General Query		<p>kindly confirm on the response time & resolution time.</p> <p>Also confirm what support level required from OEMs.</p>	As per RFP
75	17	2 Scope of Work	The tenure of the contract would be a period of 2 years from the date of expiration of expiration of current AMC and further extendable up to 1 year for the hardware and software.	<p>The format of BOM (Section 10.1) does not have any provision to quote for additional 1 year.</p> <p>Kindly provide details of how the pricing will be calculated for third year.</p>	As per RFP

76	18	2.2	FACILITY MANAGEMENT	Kindly confirm for the services under facility management (FM), we need to provide on-site resource.	Remote
				If No, how does OICL expect these services to be delivered	
				If Yes, how many of these resources are required, type /skill/level of resources and their locations	
				Also provide the details of devices / Volumetric for services that we need to provide	Please Refer RFP Section 2 (Scope of Work)
				Also note that , the format of BOM (Section 10.1) does not have any provision to quote for services under Facility Management	
				What are the devices / equipments that fall under FM	
				a) Quantities of devices	
				b) make and model	
				c) location of these devices	
				d) L1, L2 and L3 support required	
77	22	2.3	RIMM Services	Kindly confirm / provide the details	No tool is available with OICL, Please Refer RFP Section 2 (Scope of Work)
				1. Monitoring and Management tool will be provided by OICL (If Yes provide details)	
				2. What are the devices / equipments to be monitored and managed	
				a) Quantities of devices	
				b) make and model	
				c) location of these devices	
				d) L1, L2 and L3 support required	
				e) OICL to have, for these devices OEM back to back AMC support till 30th Nov,24	
				f) OS and DB details with corresponding versions	