

Pre-Bid replies for Tender Ref No:: OICL/HO/ITD/SERVER/2023/01 dated 13-Jun-2023 for Supply, Installation, Migration, Maintenance and Support of Oracle Servers.

SNo.	Page #	Point/ Section #	Existing Clause	Query Sought	OICL's Response
1	77	Appendix 2: Bill of Material Table A - Hardware and Software Cost	Cluster Licenses	Q1. Please confirm the required quantity of Cluster Licenses .	Currently on Oracle M6 servers there are 52 OS cluster licenses.
2	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".	Revised Clause : Provide 24x7 premier support service available from OEM i.e. M/s Oracle.
3	72	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.
4	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.
5	22 & 23	Point 2.4		OEM must perform and quote for the tasks mentioned in Point 2.4 Installation, Migration and Testing on Page 22 and 23 and Total Implementation Cost of services under Section C as per BOM (Page 77,78) of RFP	The activities mentioned in "scope of work "under section 2.4 i.e. Installation , Migration and Testing needs to be performed by OEM only.

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6	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.	Whether the bidder has to do the VAPT audit or OICL shall bear the cost for the same? Also confirm 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/pen-testers.
7	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.	Whether the TAM can be provided from Bidder Side Also? Kindly confirm	As per RFP , Kindly refer Section 2.5.3 "Technical Account Manager"
8	19	2.2 General Scope	XXXI.Bidder needs to provide OS Hardening Document which should be in line with OICL Security Policy	Need to know OICL Security Policy	As per RFP, OS hardening baseline document will be provided to succesful bidder.
9	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.	This activity required the help of software/application vendors and may be required downtime as per their feedback. Hence requesting to amend the clause.	As per RFP
10	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. XVIII.Reports related to hardware warranties and software licenses must be provided to OICL.	Any asset management tool is available now or the bidder has to deploy a new tool?	AS per RFP, OICL is currently using "Motadata" asset management software and same can be leveraged. The bidder is also expected to maintain their own inventory in EXCEL FILE.
11	21	2.3 Support during Warranty and AMC Period	XIX. The warranty on hardware would begin post successful acceptance by OICL and No parts, accessories of the systems should be excluded from such warranty. Hardware support is inclusive of consumables.	Kindly confirm the list of consumables covered under support.	As per RFP

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12	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	Payment terms to be amended yearly Advance against BG instead of Quarterly Arrears, Kindly confirm	As per RFP
13	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.	Kindly confirm the bifurcation of L1 & L2 resources to be deployed in each shift. "Bidder shall deploy 24 x 7 dedicated onsite resources from OEM" to be amended as "Bidder shall deploy 24 x 7 dedicated onsite resources " Assume the resources to be deployed from the Day 1 of warranty start date and for 5 years, kindly confirm.	As per RFP
14	24	2.5.2 Advance Monitoring and Resolution Services	Bidder shall provide 24X7 proactive remote monitoring services (L3 Level Support) through OEM for the proposed systems and Databases available at OICL DC and DR Sites.	Whether Bidder can offer to provide their remote Monitoring for hardware and Data Base thru their Secured ISO 27001 certified NOC?	As per RFP
15	26	2.5.3 Technical Account Manager	The Bidder shall provide one Technical Account Manager (TAM) from the OEM who shall be a single point of contact for implementation/ migration and liaison with stakeholders (100 man days/year). The TAM shall provide onsite/remote coverage from start of the contract upto the end of contract period.	Whether the TAM support required for complete 5 years (100 man days/year) from the warranty start date?"The Bidder shall provide one Technical Account Manager (TAM) from the OEM " to be amended as "The Bidder shall provide one Technical Account Manager (TAM) "	As per RFP
16	27	2.8 Transition Management	OICL recognizes that the transition process and its effectiveness, has a significant impact on success of ongoing services. OICL has the following key objectives for transition:	Kindly confirm the transition period timeline.	As per RFP

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17	22 and 23	Point 2.4	OEM must perform and quote for the tasks mentioned in Point 2.4 Installation, Migration and Testing on Page 22 and 23 and Total Implementation Cost of services under Section C as per BOM (Page 77,78) of RFP	Bidder must perform and quote for the tasks mentioned in Point 2.4 Installation, Migration and Testing on Page 22 and 23 and Total Implementation Cost of services under Section C as per BOM (Page 77,78) of RFP	The activities mentioned in "scope of work "under section 2.4 i.e. Installation , Migration and Testing needs to be performed by OEM only.
18	13	Point 8	The Bidder or OEM should have supplied and implemented the proposed series of servers in at least 3 Govt. / PSU / BFSI sector organizations in India in the last 5 Years.	The Bidder should have supplied and implemented the proposed series of Oracle servers in at least 3 Govt. / PSU / MNC/BFSI sector organizations in India in the last 5 Years.	As per RFP
19	14	Delivery Timelines	Within 16 weeks from the date of issuance of Purchase Order	Within 24 weeks from the date of issuance of Purchase Order	As per RFP
20	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
21	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
22	31	Payment terms	Hardware and Software : 70% against the delivery and 30% Post Implementation	Hardware and Software : 80% against the delivery and 20% Post Implementation	As Per RFP

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23	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
24	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
25	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"
26	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.
27	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.
28	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
29	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.	As per RFP

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30	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"
31		General	Site access and permission	All kind of permission/access at site from feasibility check to link delivery will be arranged by customer. In building 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. Neecssary guidance will be provided by OICL.
32		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.
33		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"

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34		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"
35	Page#77	Appendix 2: Bill of Material Table A - Hardware and Software Cost	Cluster Licenses	Q1. Please confirm the required quantity of Cluster Licenses .	Currently on Oracle M6 servers there are 52 OS cluster licenses.
36	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".	Revised Clause : Provide 24x7 premier support service available from OEM i.e. M/s Oracle.
37	72	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.

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38	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.
39	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
40	31	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
41	31	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
42	35	4.14 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.	Kindly amend the LD Clause as: 0.25% of contract price for every week of delay.	As per RFP
43	44	6.4 Eligibility cum Technical Evaluation	Bidder Experience: 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	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.

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44	47	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
45		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/2023/01 Dated 13/06/2023.</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.
46	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

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47	19	2.3 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.	Since the Contract Period is for a period of five years, hence, we understand that the AMC period should be TWO years and not three years. Please confirm.	understanding is correct, Revised Clause: 2.3 (iii) : 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 two years . The proposed server should not declared end-of-life within one year from the date of submission of bid and it should be in support for a minimum period of 5 years
48	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.

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49	77	11.2 Appendix 2: Bill of Material 4.22 Taxes & Duties	<p><u>Tables A:</u> Hardware and Software Cost - Amount with 3 year warranty (Including all taxes) AMC (Excluding All Taxes)</p> <p><u>Table B:</u> Facility Management Services (Excluding All Taxes)</p> <p><u>Table C:</u> Implementation, Migration and Commissioning Cost (Including all taxes)</p> <p><u>Table D:</u> Buy back Cost (Total Cost (Including all taxes)</p>	<p>Reference to your Section 4.22 - Taxes & Duties, we understand that all taxes (including GST) shall be inclusive, while submitting our Commercial Bid as per OICL Format on page numbers 77 & 78.</p> <p>However, as per Commercial Format, few Commercials are to be quoted inclusive of GST, while some others are to be quoted exclusive of GST. This will create confusion.</p> <p>We request you to kindly amend the format to make it uniform and consistent.</p>	Kindly refer Corrigendum-1
50	78	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.	Kindly refer Corrigendum-1
51	35, 47	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.	Calrification: Kindly refer RFP Clause 4.14 "Liquidated Damages" . The overall caping for penalties is 10% of the contract price.
52		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"

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53	14	1.7 Project Timelines 7.1.3 Penalty on Default of Implementation of Server Infrastructure	<u>1.7 Project Timelines</u> 1. Delivery of Hardware and associated software at DC and DR: Within 16 weeks from the date of issuance of Purchase Order 2. Installation, Migration and Commissioning of Hardware and Database at DC and DR: Within 24 weeks from the date of issuance of Purchase Order <u>7.1.3 Penalty on Default of Implementation of Server Infrastructure</u> Default in implementation (installation, configuration, migration) of server infrastructure (including the Operating System) at OICL's DC and DRS (Bengaluru and Mumbai locations) within 18 weeks from the date of issue of the purchase order, due to reasons solely attributable to the bidder would attract a penalty of 0.50% of OICLs Bengaluru/ Mumbai Locations Total Project Cost as per Appendix -2 Bill of Material) for every week (7 calendar days) of delay beyond 18 weeks and part thereof. The penalty would be subject to an overall cap of 10% of the contract value and thereafter the contract may be cancelled.	Kindly amend the timelines given in Section 7.1.3 in line with Project Timelines given in Section 1.7.	Revised Clause: Default in implementation (installation, configuration, migration) of server infrastructure (including the Operating System) at OICL's DC and DRS (Bengaluru and Mumbai locations) within 24 weeks from the date of issue of the purchase order, due to reasons solely attributable to the bidder would attract a penalty of 0.50% of OICLs Bengaluru/ Mumbai Locations Total Project Cost as per Appendix -2 Bill of Material) for every week (7 calendar days) of delay beyond 24 weeks and part thereof. The penalty would be subject to an overall cap of 10% of the contract value and thereafter the contract may be cancelled.
54	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
55	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 need to size servers as per given sizing. Please confirm	As per RFP

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56	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
57	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
58	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.	As per RFP
59	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	As per RFP
60	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 environmnet shall be create on the same Hardware and appropriate sizing has been considered in RFP . Please confirm.	As per RFP