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Department of Information Technology

RFP for Selection of Vendor for Supply, Installation & Maintenance of 16 Oracle Enterprise License and ATS of 30 Oracle Enterprise License
RFP Ref. No. DIT/BPR & BTD/OA/3366/2019-20 Date: 20/09/2019
Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s) Amendments, Addendums and Corrigendums

Sl. No	RFP Page No.	Original RFP Clause	Subject/Description	Query Sought/Suggestions of the Bidder	Name of the Bidder
1	26	PART – IV 1. SCOPE OF WORK	A. For 16 New Oracle Enterprise License The License will be installed in DC & DR and Data guard based asynchronous replication should be ensured between two Oracle installations.	1. Kindly elaborate detailed scope of work. 2. Kindly confirm locations for Installation 3.Are these licenses used for an entirely new application, or extension/scale-up of an existing application? For either case, please provide the details of server (processor types, cores, virtualization etc., and parameters as needed by the Oracle licensing).	**Clause Clarified as under:** **1. The Bidder should deliver the required Licences.** **2. The Licenses are to be installed at DC & DR.** **3. The 16 Licenses are required for entirely new application.** **Sever Details:** **HPE integrity BL860C** **i6 8Core,64GB RAM** **OS: HP.UX** **No Virtualization Required.**
				How many environments are to be covered by the new and existing licenses e.g. Dev, QA, DC, DR? Please provide environment-wise breakup	
2	26	Part-IV B. For ATS of 30 Oracle License	CSI No. 02829579	There has been typographical error. Correct CSI No. should be 202829579	**CSI Confirmed as: 20289579**

3	26	PART – IV 1. SCOPE OF WORK	B. For ATS of 30 Oracle License	Are these existing licenses currently being used for the same application?	**Clause clarified as: Yes, These licenses are currently being used for the same application.**
4	29	Part V 5.Payment Terms	I) 100% of the license fee along with GST will be paid upon delivery of the licenses and upon getting confirmation from Oracle, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain invoices, proof of delivery & User Acceptance Report signed with date by an authorized official of UCO Bank.	Query: Fresh License always comes bundled with 1st Year ATS where this ATS can't be treated as ATS Renewals. Suggestion: Kindly amend the payment terms to be: 100% of the license fee with corresponding 1st Year ATS along with GST will be paid upon delivery of the licenses and upon getting confirmation from Oracle, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain invoices, proof of delivery & User Acceptance Report signed with date by an authorized official of UCO Bank.	**Clause Stands as per RFP.**
			II) ATS will be paid on quarterly advance basis.	Query: For ATS renewals, this payment terms is not in line with OEM where OEM takes payment 100% in Advance. Suggestion: Kindly amend the payment terms to be: For ATS of 30 Oracle License, payment will be made 100% in Advance against Bank Guarantee.	**Clause Stands changed as: ii) ATS will be paid on yearly advance basis.**
5	29	Part V, 7.PENALTY	In case in the event of failure of bidder to provide updates of Oracle Enterprise Software, the Bank will be entitled to charge penalty @1% of Quarterly ATS amount per day and such amount shall be recovered from the amount due to the vendor or realization from Bank guarantee as the case may be.	Query: Updates are provided by the OEM only. Under ATS, for any sort of issue, customer is required to raise a Service Request (SR) which gets addressed by OEM only. Hence such Penalty clause is no way applicable to bidders/vendors. Suggestion: Kindly remove this clause.	**Clause stands deleted.**

6	29	Part V, 8.LIQUIDATED DAMAGE	Notwithstanding the Bank"s right to cancel the order, liquidated damages at 2% (two percent) of the Order price per week will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost.	Since the given percentages are not in line with market standards, request to amend this clause as follows: Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% (half) of the Order price per week will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 5% of the total project cost.	**Clause Stands modified as under: Notwithstanding the Bank"s right to cancel the order, liquidated damages at 1% (one percent) of the Order price per week will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost.**
7	30	Part V, 11.PRICE VALIDITY	The selected bidder will be required to keep the price valid for a period of 01 year (12 months) from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – IX during the price validity period of 12 months.	Query: Oracle's prices get affected with Dollar-INR conversion. Since this has direct influence from market, price protection can't be guaranteed by OEM. Suggestion: Kindly amend the clause to be: The selected bidder will be required to keep the price valid for a period of 03 months (3 months) from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 3 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – IX during the price validity period of 3 months.	**Clause Stands modified as under: The selected bidder will be required to keep the price valid for a period of 6 months from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 6 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – IX during the price validity period of 6 months.**

8	71	Annexure - XVI Masked Commercial Bid	OPTIONAL ITEMS 1. Database Diagnostic Pack 2. Database Tuning Pack	Please confirm if Diagnostic Pack and Tuning Pack must cover and correspond to full DBEE licenses i.e. 46 (16 new and 30 existing)	**Clause clarified as:** **Diagnostic Pack and Tuning Pack must cover and correspond to only 16 New Licenses.**
9	30	11. Price validity	The selected bidder will be required to keep the price valid for a period of 01 year (12 months) from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – IX during the price validity period of 12 months.	Will request you to consider US Dollar variation.	**Please refer to Sl. No.7**

10	38	28. EXIT OPTION AND CONTRACT RE- NEGOTIATION	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality. The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder"s offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers. As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization	We would request you to remove this Clause, as the price for any products depends on many factors like foreign exchange rate variation, quantity of the items being procured etc. which we as bidder does not have a control on. The modalities under this right to re-negotiate/re-produce shall be finalized at the time of Contact finalization.	**Clause Stands as per RFP.**

11		GENERAL		1. The scope is only to provide Oracle licenses and ATS or there is any service component attached? Data Guard and RMAN backup has been mentioned in the RFP as usage however that is not asked as service from the bidder. The word Installation is also used in the RFP which creates impression that installation and commissioning may also be there in the scope. 2. Optional items Diagnostics Pack and Tuning pack will also be considered in total price or quoted separately? Is it required for all 46 (16 new and 30 existing) licenses or only for new licenses? 3. Is there any requirement for onsite resource deployment? If yes then please provide the skillset, level and number of resources.	**Please refer to Sl. No.1, 8 & 11. No Resource is required under the scope of the RFP.**
12		GENERAL		In case if services are required, we would request you to consider adding a separate column in the commercial bid for the cost of services.	**Clause Clarified as under: Services are not required for the current RFP.**