

**RFP for Renewal of ATS of Oracle products deployed under IFMS and Jan Aadhaar Projects for 3 years floated vide NIB no. F3.3(469)/RISL/Pur/2023/7314 Dated: 06.02.2024**

<b>SI No</b>	<b>RFP Page No.</b>	<b>RFP Rule No</b>	<b>Rule Details</b>	<b>Query/ Suggestion/ Clarification</b>	<b>Remark</b>
1.	4	1. INVITATION FOR BID (IFB)& NOTICE INVITING BID (NIB)	Amount (INR): 2% of the estimated procurement cost, 0.50% for S.S.I. unit of Rajasthan, 1.0% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction OR As per government Prevailing rules and regulations.	Kindly confirm if exemption is allowed for the MSME/SSI companies which are in trades of similar goods and services.	As per prevailing rules and regulations of GoR.
2.	7	3. QUALIFICATION / ELIGIBILITY CRITERIA	- Bidder has to provide letter regarding authorization from OEM* - MAF is must require from the OEM*	Generally, Oracle do not provide MAF on letter head for the service components as per the format provided in RFP. Will you consider the MAF as per Oracle Standard format on E-Mail? Please confirm.	As per Revised RFP.
3.	7	3. QUALIFICATION / ELIGIBILITY CRITERIA	Quality Certifications	To have qualitative bidders, please add various quality certifications like ISO 9001, 27001 and CMMI Level 5 certifications in Eligibility criteria.	As per RFP.
4.	9	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	Supplier shall also be responsible for providing & deploying updates, patches & upgrades for a period as specified in Bill of Material (Annexure-1) through OEM.	Please confirm that who will be responsible for bearing penalty for delay in deploying the version upgrade, patches, updates if application provider on platform is not have readiness.	As per Revised RFP.

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5.	9	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	The bidder shall promptly submit the delivery challan of all the items.	Please specify the items for which bidder have to submit the delivery challan. This RFP is for ATS of Oracle Products which will have e-certificate and licenses which will be submitted through e-mail. Will it be sufficient? What would be required in delivery challan?	As per Revised RFP.
6.	18	24) Performance Security	The amount of performance security shall be 5% OR as per prevailing rules of Govt. of Rajasthan, of the amount of supply/work order.	Kindly confirm if exemption is allowed for the MSME/SSI companies which are in trades of similar goods and services.	As per prevailing rules and regulations of GoR.
7.	19	25) Execution of agreement	The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost [As per government prevailing rules and regulations] and to be purchased from anywhere in Rajasthan only.	For better cost estimation, please define the stamp value for the agreement. As per RTPP Act, the value would be: $420000000 * 0.0015 = 6,30,000$ & cess = 1,89,000, total charges would be Rs. 8,19,000.00 Kindly confirm.	As per prevailing rules and regulations of GoR.
8.	19	25) Execution of agreement 26) Confidentiality	Bidder has also to sign Non-Disclosure agreement with the tendering authority as per indicative format attached.  The successful bidder shall sign the Confidentiality and Non Disclosure Agreement as per Annexure-9.	As per the Annexure 9, we understand that currently it is not applicable. Please confirm.	As per RFP.
9.	27	10) Delivery & Installation	The Supplier/ Selected bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.	As the current RFP is only for ATS of Oracle Items, please define if any other items need to be supplied, installed and commissioned.	As per RFP

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10.	27	10) Delivery & Installation	Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.	Please clarify, is there any requirement of shifting of equipments mentioned in RFP? As shifting of Engineered Systems includes hardware as well as system software licenses, which have large cost. For better cost estimation, please clarify.	As per Revised RFP.
11.	27	10) Delivery & Installation	All title of the assets is to be transferred to RISL or its nominated agencies on the day of the successful delivery / installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of title of assets shall be borne by the selected bidder/authorized partner.	Please clarify, as it is ATS RFP.	As per Revised RFP.
12.	27	12) Purchaser's Responsibilities	Whenever the supply of goods and related services requires that the Supplier/ Selected bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected bidder/authorised partner, make its best effort to assist the Supplier/ Selected bidder in complying with such requirements in a timely and expeditious manner.	In such case, if delayed in providing approval, permits by local authorities/RISL, who will be responsible for bearing penalty charges?	As per Revised RFP.
13.	30	23) Testing charges:	Testing charges shall be borne by the Government. In case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the selected bidder/authorised partner.	Which type of testing you are asking? Please clarify.	As per Revised RFP.

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14.	39	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT  ANNEXURE-1: BILL OF MATERIAL (BoM)	**The OEM ATS Service shall be for 03 years, will commence as per timeline mentioned in Annexure 1: BoM.  Duration of support: - Reinstatement from 'Last ATS expiry' date to start date of current ATS + Three (03) years from start date of current ATS.	Please define the cut off date of ATS, so that costing can be worked out. The end date of ATS should be freezed, so that provision of total ATS duration would be taken under consideration for better costing as there is gap between bid submission and work order release date, for which the cost estimation of this gap can't be determined.	As per RFP. <b>[Within 10 days from the issuance of work order as mentioned table at Chapter 7.1 Payment Schedule]</b>
15.	39	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder/authorised partner, and the purchaser has accepted it.	There would be certain interpretation issues in decision making, which causes delay in sanction of payment to bidder. How can it handle by you? Will RISL pay the interest, if delay caused by RISL?	As per Revised RFP.
16.	39	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	g) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.	Please clarify, which type of testing you are asking.	As per Revised RFP.

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17.	40	2) Service Level Standards/ Requirements/ Agreement	In case the supplier fails to rectify the defect(s) within 15 calendar days, it may be considered as breach of contract.	We would like to request that resolution of issues related to OEMs should not be categorised in this clause, as it is out of hand of SIs. Request you to modify the clause.	As per RFP.
18.	42	ANNEXURE-1: BILL OF MATERIAL (BoM)	Duration of support: - Reinstatement from 'Last ATS expiry' date to start date of current ATS + Three (03) years from start date of current ATS.	How will you pay the reinstatement charges, as no bifurcation is provided in BOQ and in payment terms? Please clarify.  And also, OEM takes upfront payment for reinstatement charges and hence, the separate line item should be mention for reinstatement charges in BOQ and in payment terms.	As per RFP. <b>[Within 10 days from the issuance of work order as mentioned table at Chapter 7.1 Payment Schedule]</b>
19.	42	ANNEXURE-1: BILL OF MATERIAL (BoM)	Oracle Audio Vault and Database Firewall for Exadata	As per our understanding, there is typo error: Oracle Audit Vault and Database Firewall for Exadata	As per Revised RFP.
20.	47	ANNEXURE-4: MANUFACTURER'S AUTHORIZATION FORM (MAF)	ANNEXURE-4: MANUFACTURER'S AUTHORIZATION FORM (MAF)	Generally, Oracle do not provide MAF on letter head for the services components as per the format provided in RFP. Will you consider the MAF as per Oracle Standard format on E-Mail? Please confirm.	As per Revised RFP.

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21.	39	2) Service Level Standards/ Requirements/ Agreement	The service levels defined below provide for target level of services required, measurements thereof and associated penalties.	<p>We request you to kindly amend this clause as per Oracle standard Hardware &amp; Software support SLA as per below table.</p> <p><b>1. Hardware</b></p> <table border="1" data-bbox="1077 285 1900 511"> <thead> <tr> <th>Severity Level</th> <th>Response Time Goal</th> <th>Update or Resolution</th> </tr> </thead> <tbody> <tr> <td>Severity 1</td> <td>5 minutes</td> <td>1 hour</td> </tr> <tr> <td>Severity 2</td> <td>2 hours</td> <td>6 hours</td> </tr> <tr> <td>Severity 3</td> <td>8 hours</td> <td>24 hours</td> </tr> <tr> <td>Severity 4</td> <td>24 hours</td> <td>48 hours</td> </tr> </tbody> </table> <p>Note:</p> <ul style="list-style-type: none"> <li>Severity 1: Major system disruption (e.g., a major disruption in business-critical system operability or functionality, server crash or total system failure)</li> <li>Severity 2: Severe system disruption (e.g., A severe disruption in business-critical functionality that does not impact the entire system such as: significant number of workstations/terminals unable to perform or post transactions, loss of ability to perform payment functions, total Loss of reporting (local or hosted), loss of all printing, failure to reset totals or complete EOD/SOD/Night Audit, reposting for a given date or range of date, an error within the portal that is preventing the customer from doing any function within the MyMicros portal, or very slow page or image loading, inaccessible tools interface)</li> <li>Severity 3: Single function failure (e.g., a minor disruption in operability or functionality that does not impact the entire system such as: timekeeping issues, isolated printing failure, isolated workstation/terminal failure, MyMicros unable to review one report within the portal password resets for Oracle Cloud Applications, or Icare loyalty program that is not functioning or has stopped working)</li> <li>Severity 4: Minor/Procedural issue or question (e.g., programming or configuration related questions, questions relating to functionality, operability, or formatting or cosmetic problems)</li> </ul> <p><b>2. Software</b></p> <table border="1" data-bbox="1077 1203 1916 1385"> <thead> <tr> <th>Severity Level</th> <th>Response Time</th> <th>REMOTE RESTORATION TIME</th> <th>RESOLUTION TIME</th> </tr> </thead> <tbody> <tr> <td>Severity 1</td> <td>15 minutes</td> <td>6 hours</td> <td>30 calendar days</td> </tr> </tbody> </table>	Severity Level	Response Time Goal	Update or Resolution	Severity 1	5 minutes	1 hour	Severity 2	2 hours	6 hours	Severity 3	8 hours	24 hours	Severity 4	24 hours	48 hours	Severity Level	Response Time	REMOTE RESTORATION TIME	RESOLUTION TIME	Severity 1	15 minutes	6 hours	30 calendar days	As per RFP.
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				Severity 2	15 minutes	48 hours	30 calendar days	
				Severity 3	N/A	N/A	180 calendar days	
				<p>Note:</p> <ul style="list-style-type: none"> <li>• Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.</li> <li>• Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.</li> <li>• Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.</li> </ul>				
22.	7	Technical Capability	<p>(1) The bidder must have successfully completed one project of IT infra along with components of ATS/AMC/Software Assurance/Technical Support of value not less than the amount of Rs. 10 Crore in India during the period from 01/04/2019 onwards. OR (2) The bidder must have successfully completed two project of IT infra along with components of ATS/AMC/Software Assurance/Technical Support of combined value not less than the amount of Rs. 15 Crore in India during the period from 01/04/2019 onwards. OR (3) The bidder must have successfully completed three project of IT infra along with components of</p>	Dear Sir, We request department to give us exemption under MSME/NSIC/Startup registered bidders.				As per RFP.

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			ATS/AMC/Software Assurance/Technical Support of combined value not less than the amount of Rs. 20 Crore in India during the period from 01/04/2019 onwards.		
23.	Tender Fee	Tender Fee	5,000.00	As per New Notification by Government of India (File No.: 9/4/2020-PPD Dated: 12.11.2020) & Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises and the firms registered under with concerned Ministries/Departments are exempted from submission of Bid Security. Further in lieu of Bid security, ministries/Departments mas ask bidders to sign "Bid Security Declaration". Hereby we would like to inform that according to start up India act we are registered with NSIC and MSME organisation and has been exempted from EMD. We are also a recognised Start-up by DIPP. Request you please give us exemption on EMD as per above said.	As per prevailing rules and regulations of GoR.
24.	Processing Fee	Processing Fee	2,500.00	As per New Notification by Government of India (File No.: 9/4/2020-PPD Dated: 12.11.2020) & Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises and the firms registered under with concerned Ministries/Departments are exempted from submission of Bid Security. Further in lieu of Bid security, ministries/Departments mas ask bidders to sign "Bid Security Declaration". Hereby we would like to inform that according to start up India act we are registered with NSIC and MSME organisation and has been exempted from EMD. We are also a recognised Start-up by DIPP. Request you please give us exemption on EMD as per above said.	As per prevailing rules and regulations of GoR.
25.	EMD	EMD	84,00,000.00	As per New Notification by Government of India (File No.: 9/4/2020-PPD Dated: 12.11.2020) & Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises and the firms registered under with concerned Ministries/Departments are exempted from submission of Bid Security. Further in lieu of Bid security, ministries/Departments mas ask bidders to sign "Bid Security Declaration". Hereby we would like to inform that according to start up India act we are registered with NSIC and MSME organisation and has been exempted from EMD. We are also a recognised Start-up by DIPP. Request you please give us exemption on EMD as per above said.	As per prevailing rules and regulations of GoR.