



Corrigendum-1 dated 25.04.2024 for RFP 01/2024-25 (GEM/2024/B/4858616)

RFP for Supply, Installation and Maintenance of Oracle ExaCC Hardware on OPEX basis.

With reference to RFP Ref No. 01/2024-25 (GEM/2024/B/858616) dated 12.04.2024 published on GeM portal and our website <https://www.bankofmaharashtra.in>, and subsequent request by the bidders for extension of timeline for submission of timelines, following amendments to the timeline in RFP document are made with immediate effect:-

Last date of sale of tender document and last date for bid submission is revised as under:

Last Date and Time for receipt of tender offers	30.04.2024 up to 19:00 hrs
Date of opening of Technical bids	30.04.2024 at 19:30 hrs

Pre-bid meeting was conducted on 19.04.2024 at 15:00 hrs and responses to pre-bid queries are available as part of Annexure 1.

Note- Except changes mentioned above, there is no change in any clauses, terms & conditions of the RFP document.

Sd/-

Asst General Manager
Information Technology



Annexure-1: Response to Pre-bid queries

Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions	Remarks
1	19	3.29.	Service Continuity	<p>The bidder shall be reimbursed for the service rendered for the period after the contract expiration at a fee not to exceed a pro rata portion of the fee under this contract payable in the same manner as per the contract and in proportion to the period of service extended after the contract.</p> <p>The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.</p>	<p>We would like to highlight that the asked Exadata Cloud @ Customer is owned by OEM (Ms. Oracle) and governed by their own lifecycle and operational terms which is independent of the RFP and agreement. The proposed hardware is supported only for maximum 5 years and after that it needs to be replaced with new version with updated terms and conditions and may have very different pricing and further 4 years agreement. Upgrade will require additional cost which cannot be borne by the bidder, any such additional expenses should be borne by the bank. If this is not commercially viable for the bidder then the bidder will not be able to continue the services and will exit from the agreement. Bank has to acknowledge and accept this.</p>	<p>Bidder's understanding is correct. However, no change in RFP clause</p>
2	19	3.30.	Repeat Orders	<p>Bank of Maharashtra reserves the right to place repeat order/s to the extent of +25% of original order both in terms of quantity and amount on the bidder under the same terms and conditions within a period of two years from the date of acceptance of first purchase order by the bidder. The Bank reserves the right to re-negotiate</p>	<p>In recent years we have seen an upward trend in Oracle hardware pricing. If the price increases or we do not get the same discount for the repeat order then it will not be commercially possible to fulfill repeat order on the same commercial terms. Price variation will have to be accounted and accepted by</p>	<p>Bidder's understanding is correct. However, no change in RFP clause</p>



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				the price with the bidder in case of downward revision of the prices.	bank. Please acknowledge and accept this.	
3	21	4.2.1	Broad Scope of Work	Operational support and maintenance services during entire contract period.	More clarity is required on operational support and maintenance during entire contract period on both DC and DR site	Bidder is expected to go through entire RFP before submission of Pre-bid queries. Bank expects successful Bidder shall provide operational support and maintenance service to Bank in coordination with OEM
4	22	4.2.10	Broad Scope of Work	After successful implementation, it is the responsibility of the bidder to conduct one DR drill under the supervision of OEM. Post successful DR Drill only project sign off shall be given by Bank.	Since database migration is not in bidder's scope and it will be done by bank's SI, there may be dependencies and delay and in that case the DR drill cannot be done before data migration is successfully done and DR site is fully configured and in in-sync. This may cause delay in bidder's sign-off and payment. Please exclude DR drill from the sign-off and payment criteria. If needed bidder can perform the DR drill with a sample database to demonstrate DR functionality which essentially will work in the same manner for actual migrated databases.	No change in RFP clause
5	22	4.2.12	Broad Scope of Work	Maintain, patch and support all open source /Freeware / Third Party software for the entire contract period	To our understanding ExaACC does not include any open source tool or freeware or third party tool, everything is pre-integrated in the platform and maintained and patched. Any tool /	Bidder's understanding is correct. However, no change in RFP clause



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					software that are not the part of ExaCC will be out of bidder's scope.	
6	27	6.9		PBG	We request PBG to be 5 % of the Contract Value	As per section 6.9 for Performance Bank Guarantee (5%), PBG value is already mentinoed as 5% of contract value (or as applicable during the period of contract as per Govt. guidelines)
7	29	6.23	Terms and Conditions	Any components, including the software deliverables / hardware equipment that are reported to be done on a given date should be repaired / replaced with identical or higher configuration within 4 hours at the DC/DR/ Near Site at no extra cost to the Bank. The same should be made operational within 4 hours at the locations mentioned above. The timeliness provided in this section pertains to replacement of redundant components. However, the bidder has to maintain the required uptime.	if hardware becomes faulty can it be replace within 4hrs at DC/DR site from OEM	Replacement of Faulty equipment's should be completed within 24 hours and same is mentoned in RFP Page 118 under section "4. Equipment / Part replacement:" which overrides clasue 6.23
8	87	Annexure A	ANNEXURE A: COMMERCIAL BID FORMAT		No section for updating the OEM professional service charges	OEM Professional Service Charges shall be included in One Time Implementation charges
9	89	7.28	ANNEXURE B: TECHNICAL EVALUATION CRITERIA	Bidder should have supplied, installed and maintained the proposed Oracle ExaCC/ExaData solution in NBFCs / BFSI/ Private Organization/ Financial	We have multiple orders of different projects from one Bank. Can we get present the same for getting the maximum marks for the same .	Bidder's understanding is correct. However, no change in RFP clause



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				Institutions/ PSU/ Govt. Organization in India.		
10	92	B.d	Bidder's Scope	In case of any new version release (any component of product) by the OEM, the bidder will have to ensure installation of same version by Bidder in Bank environment within 30 days of release. Before installing new update, the bidder will have to test the release in test environment with all applicable test scenarios and obtain necessary approval from the Bank before production deployment. The version should be most recent and stable.	Exadata patches can only be tested on Exadata, to our understanding Bank is not going to have a separate ExaCC hardware for testing, without that patch can not be applied and tested in the test environment except database test instances which can be on the same ExaCC and in another Oracle home. Oracle Exadata/ExaCC patches are pre-tested and validated by OEM before it is released to end users so separate testing is not required, still if the Bank needs that then they will have to provide a separate test environment.	No change in RFP clause
11	93	Annexure B: Section B, point K	Bidder's Scope	k. The bidder shall arrange the required passive components including cables for installation and arrange to remove any unwanted cables or other peripheral devices, if any, at the bidder's own cost at the site locations of the Bank, as required. The bidder shall integrate all the bidder supplied switches at Bank locations up to LAN/Firewall devices	Please elaborate the scope to remove any unwanted cables or other peripheral devices. Also what is the length of the cable and type required 10/25G switch ports need to be available	RFP clause is self explanatory
12	94	7.29	Technical Configurations and Requirements	Bank expects, Bidder to carry out management & monitoring of the entire product suite with product in-built capability	Please elaborate on this expectation.	RFP clause is self explanatory



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13	96	D.25	Details of activities covered under proposed scope of work	Hardening of solution components (Hardware & Software) and providing hardening reports for the same	ExaCC is complex and purpose built environment and has many features and OS configurations that are not there in standard general purpose hardware/software/OS. The hardening SOP and VAPT checks are made for general purpose hardware/software/OS and there is no specific tool for ExaCC and hence the several points in hardening SOP and VAPT checks are not relevant or applicable to ExaCC. Many remediation actions are also not relevant or applicable to ExaCC. Hence, we will provide the remediation (patching/fixes etc) based on the sandard guideline provided by OEM specific to ExaCC, if OEM does not have a solution/fix for any identified/reported issue then bidder will not be held responsible and asked to fix it, it will be taken as accepted and agreed risk till the time the solution/fix is formally provided by the OEM. Please acknowledge and accept this.	No change in RFP clause
14	96	7.29	ANNXURE C: DETAILED SCOPE OF WORK	Installation, migration, performance tuning, configuration of all software i.e. RDBMS (ORACLE 19C / 21C) and associated Oracle supplied ExaCC Software products.	As the 19c and 21c(is not available for Exadata service)and support for 19c ends in Apr 2026, is it possible go with 23c and is 23c compatible with Bank applications is any data migration or is vanilla set up?	Required information will be shared with successful Bidder.
15	98	7.29	Bidder's scope for arranging OEM Professional	c. Supply, installation, configuration and maintenance of the proposed solution and services for contract period of 4 years	Please confirm OEM professional services need to be availed during implementation	RFP clause is self explanatory



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			services for Scope of Work (DC & DR)		period or any T&M resources need to be planned for 4 years.	
16	102	4.2.10	TERMS AND CONDITIONS	The bidder shall guarantee a 24x7x365 availability with quarterly uptime of 99.95% complete solution during the entire period of the Contract.	Is oracle able to take responsible on this uptime with adverse effect	No change in RFP clause
17	104	7.29	ANNXURE C: DETAILED SCOPE OF WORK	Migration of selected database on proposed Server Infrastructure	Our understanding from the RFP is that migration of databses are not in bidder's scope, it will be done by Bank's existing SI. Please confirm.	Bidder's understanding is correct. However, no change in RFP clause
18	106	Q.i	Information Security	System hardening should be done by Bidder, if required Access control at DB, OS and Application levels should be ensured Mitigation of Application Security Risks Adherence to the password policy of the Bank Data encryption/ protection	For hardening same as above. Access control for DB, OS and application level are to be done by bank's database and applications SI. Bidder cannot perform these activity without them. Mitigation of Application Security Risks are also to be done by bank's database and applications SI. Bidder cannot perform these activity without them. Adherence to the password policy and Data encryption/ protection also to be done by bank's database and applications SI. We recommend to remove these clauses.	Bidder's understanding is correct. However, no change in RFP clause
19	109	7.30. Annexure D	Eligibility Evaluation Compliance	Bidder should have minimum average annual turnover of at least INR 30 crores each in the last three financial years (i.e. 2020-21, 2021-22 and 2022- 23). This must be the individual company turnover and not that of any group of companies	Kindly Provide Relaxation in this Criteria as we have 28.00 Cr Turnover in Last Three Financial Years.	No change in RFP clause
20	109	7.30. Annexure D	Eligibility Evaluation Compliance	The Oracle Exa CC solution proposed by the Bidder should be implemented by Bidder in at least 1 NBFCs / BFSI/ Private Organization/ Financial Institutions/ PSU/ Govt. Organization in India in last 5 years. Solution implemented should be live and	We are Exclusive partner For Oracle product, there are two Model of Business in Exa Engineering Machine 1. Exadata which is CAPEX model and EXA CC which is OPEX model. Technical both are same. We have a Experience on Installation of	No change in RFP clause



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				running successfully as on date of RFP at each reference	EXADATA. Additionally, ExaCC would be install by OEM Oracle only. Hence we request you to give us the relaxation on this clause.	
21	110	Point I , Subpoint A	Software Installation, Configuration and Integration	Installation, migration, performance tuning, configuration of all software i.e. RDBMS (ORACLE 19C / 21C) and associated Oracle supplied ExaCC Software products	Bank to provide the DB details for scoping of migration activity	Required information will be shared with successful Bidder.
22	112	7.31	ANNEXURE E: PAYMENT TERMS	Payment Milestone (for Opex basis solution): Subsequent invoices (Year-2 onwards) Yearly on advance basis	Please elobarate more on this.	RFP clause is self explanatory
23	112	Annex C Point h	Bidder's scope for arranging OEM Professional services for Scope of Work (DC & DR)	Project management services - should provide a detailed project plan for supply, implementation. Integration and migration and provide weekly updates on project progress. Bidder shall be responsible to create a Unified Project Plan in consultation with Bidder (& OEM) Project Manager to create a Unified Project Plan.	Pls clarify	RFP clause is self explanatory
24	115	7.32	ANNEXURE F: PROJECT TIMELINES	Hardware delivery to all locations 8 weeks from the date of the acceptance of PO Hardware & Software Implementation at DC & DR 10 weeks from the date of the acceptance of PO	Based on current delivery scenario, 8 weeks seems to be too short for delivery 10-12 weeks are realistic timeframe. If bank does not relax the timeframe and delay is from OEM side then bidder must not be held laible and no penalty should be applicable because as an SI bidder has no control on OEM for hardware delivery. 10 weeks till implementation leaves only 2 weeks after hardware delivery for ExaCC power-on, installation configuration and cloud provisioning which is too short, our prior experience indicate that it takes 4-6 weeks to make ExaCC operation after hardware delivery is done, further data	No change in RFP clause



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					migration will take its own time depending on data size, dependencies, approvals etc. Please keep the project timelines realistic and achievable with some contingency buffer.	
25	119	7.29	Implementation Methodology	The methodology should address all stages including hardware/software installation/configuration of equipment and then facilitate Bank's System Integrator for migration of selected database on proposed Server Infrastructure	Pls specify the scope and then we share the commercials for the Migration activity	RFP clause is self explanatory
26				Operating ExaCC under BYOL Scheme and Oracle Real Application Cluster	Since the Bank intends to use Oracle software on ExaCC under BYOL scheme and wants to use RAC as well, we presume that Bank already has enough Oracle database enterprise edition licenses and Oracle Real Application Cluster licenses and they are under valid support and the support will maintained and renewed by bank during this entire engagement period and the bidder has no role in this. Please confirm.	Bidder's understanding is correct. However, no change in RFP clause
27					Can we give reference of customers to whom we have supplied Exadata	Bidder's understanding is correct. However, no change in RFP clause
28					The contract AMC should start from the date of Hardware delivery	AMC charges are not part of RFP