Sr. No	Page No (tender Ref)	Clause (tender Ref)	Description in the tender (tender Ref)	Deviation Details	Reasons for deviation	NIA Response
			ANNEXURE-6 DEVIATIONS-FORMAT			
1	8	13.2	The prices quoted for all components shall remain valid for a period of five (5) years from the date of issuance of the first Purchase Order by NIA. No price escalation shall be permitted on any account during the contract period.	Bid validity is 180 days. All components pricing cannot be valid for 5 years. Request change to "Prices quoted for Future Upgrades should be valid for a period of 5 years from the date of issuance of first Purchase Order by NIA, subject to Exchange Rate fluctuations.	Fresh Purchases will be done as a one time purchase and hence there is no need for price validity for 5 year duration	Please refer addendum
2	10	16.1	All the components shall be delivered within 6 Weeks from the date of purchase order(s), inclusive of purchase order date and installed within 2 weeks from the date of delivery at the respective locations.	All the components shall be delivered within **12** Weeks from the date of purchase order(s), inclusive of purchase order date and installed within **4** weeks from the date of delivery at the respective locations.	Delivery leadtimes vary from time to time and since there is a penalty applicable we suggest that you cahange the delivery period. Installation can take longer depending on system and Datacenter resource availability	Please Refer the addendum for the updated timelines
3	11	18.1	The bidder shall provide 5 years onsite comprehensive support back-to-back aligned with the OEM for all components.	Clarification required whether NIA would place order for 5 years AMC along with the HW purchase order or whether Bidder will be paid one year support in advance at the beginning of each year	AMC charges whether paid one time for 5 years duration of contract or every year.	Please refer Payment Terms as mentioned in RFP
4	11	18.4	The warranty of equipment will start from the PO Date or from the date of successful installation of equipment, whichever is later at respective locations.	The warranty of equipment will start from the Date of Delivery of equipment at respective NIA locations.	Warranty of equipment always starts from Date of Delivery as Installation can take	Please adhere to RFP T & C
5	12	18.9	The proposed Hardware should not be Out-of-Support from OEM for a period of at least 5 years from the date of installation at the site. The item should not be declared End-of-Life/End of Sale not before 2 years from the date of issuance of PO. A declaration to this effect from the OEM needs to be submitted as part of the bidder's response to this tender.	The proposed Hardware should not be Out-of-Support from OEM for a period of at least 5 years from the date of delivery at the site. Upgrades should also be available for a period of at least 2 years from the date of delivery at site. A declaration to this effect from the OEM needs to be submitted as part of the bidder's response to this tender.	Since Warranty Support starts from the Date of Delivery the same should be applicable for product support and upgrades.	Please refer addendum
6	21	1.1	Oracle Private Cloud Appliance X11 Server (for factory installation) Qty 1	Oracle Private Cloud Appliance X11 Server (for factory installation) Qty **3**	Quantity needs to be 3 instead of 1. Please note	Please refer Addendum
7	21	1.2	Oracle Storage Drive Enclosure DE3-24C for Oracle Private Cloud Appliance X11 (for factory installation) Qty 3	Oracle Storage Drive Enclosure DE3-24C for Oracle Private Cloud Appliance X11 (for factory installation) Qty **1**	Quantity needs to be 1 instead of 3. Please note	Please refer Addendum
8	25	PDC 1	Install & Configuration for Exadata Database Machine X11M-2 High-Capacity Quarter Rack, One Database Server, One Storage Server, Configuration of database, storage on New Exadata Database Machine.	Install & Configuration for Exadata Database Machine X11M-2 High-Capacity Quarter Rack, **Two** Database Server, **Six** Storage Server, Configuration of database, storage on New Exadata Database Machine.	Quantity needs to be 2 Database Servers and 6 Storage Servers	Please refer Addendum
9	25	DR 1	Install & Configuration for Exadata Database Machine X11M High-Capacity Quarter Rack, Four Database Servers, Three Storage Servers Configuration of database, storage on New Exadata Database Machine.	Install & Configuration for Exadata Database Machine X11M High-Capacity Quarter Rack, **Two** Database Servers, **Six** Storage Servers Configuration of database, storage on New Exadata Database Machine.	Quantity needs to be 2 Database Servers and 6 Storage Servers	Please refer Addendum
10	25	NDR 1	Install & Configuration for Exadata Database Machine X11M High-Capacity Quarter Rack, One Database Servers, One Storage Server Configuration of database, storage on New Exadata Database Machine.	Install & Configuration for Exadata Database Machine X11M High-Capacity Quarter Rack, **Two** Database Servers, **Twelve** Storage Server Configuration of database, storage on New Exadata Database Machine.	Quantity needs to be 2 Database Servers and 12 Storage Servers	Please refer Addendum
11	28	3	Future Upgrade: Price Validity of these upgrades not mentioned	Future Upgrade: Price Validity of these upgrades should be restricted to 180 days. Beyond 180 dyas the prices will be subject to Exchange Rate fluctuations..	Price Validity should be in line with US Dollar Exchange Rate fluctuation	Please refer Addendum
12	62	Annexure 11	We hereby undertake that the proposed solution/software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) during the entire contract period. If, any case reported, to be fixed by the bidder/OEM without any additional cost to the NIA on immediate basis.	Oracle would provide standard format of their Certificate of Integrity refering to the products quoted in the RFP response.	Usage of standard document applicable to all customers and partners.	Please adhere to RFP T&C
13	1	Submission of Bids	Bid Submission Date: 02 January 2026 15:00:00	Please extend Bid Submission Date to 16 January 2026 15:00:00	Request to extend Bid Submission date by 2 weeks as this is the Year end period and Key executives within partner and OEM organizations are on annual leave. Trust this will be given due consideration.	Please adhere to RFP T&C
14	19	Eligibility Criteria	The bidder should have a direct back-to-back support agreement with the OEM.	Please update the clause as" Bidders should provide necessary documentation for back to back agreement with the OEM". Instead of asking a letter from OEM, bidder can submit any proof		Please submit the proof of back to back support agreement with OEM.
15	19	Eligibility Criteria	The bidder/bidder parent should have an annual turnover of at least ₹ 200 Crores per annum for last three financial years (i.e. 2022-23, 2023-24 and 2024-25). It should be of individual company and not of Group of Companies. Bidder should have profit (after tax) in each year.3	Requesting to include a clause for Demerged Company	In case, the bidding company/firm is demerged (by virtue of a corporate restructuring exercise etc.) be permitted to use credentials of original/parent entity for initial five years from the incorporation of the demerged entities, provided that the parent company doesn't apply in the same RFP process.	Please adhere to RFP T&C
16	Point No 18	Under Commercial Bid	Point 3.0 Future Upgrade	We request clarification on the timeline and schedule for future upgrades during the five (5) year contract period. Kindly specify the frequency, time frame, and applicable conditions under which upgrades (hardware, software, or system enhancements) are to be provided as part of the contract.		The requirement planned is kept as per the company requirement for the next 5 years, if at all it is required, it will be decided by NIA during 2nd or 3rd year.
17	10	SECTION I	17. SCOPE OF WORK (SOW)	The bidder with OEM shall provide complete installation, configuration and as-built documentation and shall conduct knowledge transfer sessions for NIA personnel, as required, at no additional cost.	Kindly confirm the location of the knowledge transfer sessions and the number of team members or batches that will participate in the training.	Will be shared with successful bidder.
18	20	ANNEXURE-2 TECHNICAL SPECIFICATIONS	1) Fresh Purchase:	Product Configuration . QSFP28 passive copper cable: 3 meters, 30 AWG	Kindly confirm whether the Exadata Database / PCA products will be connected to the customer's network switches using existing cables, or if new cabling needs to be factored in. If new cabling is required and cable lengths exceed 20 meters, the same should be included in the BOQ	Bidder is responsible for providing all cables required for connectivity of new hardware with existing NIA hardware during installation and configuration. Please refer addendum
19	4	SECTION I	3. OBJECTIVE	NIA intends to replace the existing Oracle Engineered Systems (M7 Supercluster and Exadata X6-2) deployed at DC, DR and NDR with the latest Exadata and Private Cloud Appliance (PCA) platforms.	Kindly confirm existing Database version . How DB sync is happending with ODG or any Golden gate replications are running in the current environment . What will be approximate existing Database size in M7 and Exadata X6-2	It is not in bidders scope. However, if any such information is required it will be shared with successful bidder
20	24	ANNEXURE-2 TECHNICAL SPECIFICATIONS	Oracle Advanced Customer Services: PDC/DR/NDR	Migration of Database workloads from Supercluster M7 & Exadata X6-2 to Exadata X11M-2.Migration of Database workloads from Supercluster M7 & Exadata X6-2 to Exadata X11M-2.Migration of Database workloads from Supercluster M7 to Exadata X11M-2.	Apart from the ACS migration tasks, is there any requirement to migrate guest VMs from the old hardware to the new environment? If yes, please provide the number of guest VMs (Linux/Windows) and confirm whether any databases other than Oracle are running in this environment.	Application / VMs migration is out of scope for the bidder. Any requirement pertaining to Migration activities shall be directly taken by ACS team only.
21	10	ANNEXURE-2 TECHNICAL SPECIFICATIONS	17. SCOPE OF WORK (SOW)	Implementation, installation and configuration of the supplied components shall be carried out directly by OEM as per scope mentioned	Kindly confirm whether passive network cabling is included in the bidder's scope, or if the customer will handle the passive network cabling activities	Bidder is responsible for providing all cables required for connectivity of new hardware with existing NIA hardware during installation and configuration.
22	10	ANNEXURE-2 TECHNICAL SPECIFICATIONS	17. SCOPE OF WORK (SOW)	Implementation, installation and configuration of the supplied components shall be carried out directly by OEM as per scope mentioned	Kindly confirm the details of the existing backup software. Please also clarify whether the bidder is responsible for integrating the existing backup solution with the new Exadata/PCA databases. If so, please provide the number of RAC and non-RAC databases running across all three environments.	It is not in bidders scope. However, if any such information is required it will be shared with successful bidder
23	10	ANNEXURE-2 TECHNICAL SPECIFICATIONS	17. SCOPE OF WORK (SOW)	Implementation, installation and configuration of the supplied components shall be carried out directly by OEM as per scope mentioned	How application guest VM's replication from DC-DR is configured in existing setup . Whether bidder need to configurare replication for Guest application VM's	It is not in bidders scope. However, if any such information is required it will be shared with successful bidder
24	10	ANNEXURE-2 TECHNICAL SPECIFICATIONS	17. SCOPE OF WORK (SOW)	Implementation, installation and configuration of the supplied components shall be carried out directly by OEM as per scope mentioned	Please confirm whether UAT setup is required for all databases, or only for specific environments in the DC.	It is not in bidders scope. However, if any such information is required it will be shared with successful bidder

#	Page	Section	Clause	Clause Text	Query		Response
25	10	ANNEXURE-2 TECHNICAL SPECIFICATIONS	17. SCOPE OF WORK (SOW)	Implementation, installation and configuration of the supplied components shall be carried out directly by OEM as per scope mentioned	Request your confirmation on whether the guest VM OS licenses will be taken care of by the customer if the VMs are created inside the PCA. What will the approximate size of the each VM's and number of VM's		It is not in bidders scope. However, if any such information is required it will be shared with successful bidder
26	10	ANNEXURE-2 TECHNICAL SPECIFICATIONS	17. SCOPE OF WORK (SOW)	Implementation, installation and configuration of the supplied components shall be carried out directly by OEM as per scope mentioned	Kindly confirm whether the HLD/LLD solution documents for Hardware and Database need to be created by the OEM or bidder.		All HLD/LLD Deliverables are to be created by OEM only
27	10	ANNEXURE-2 TECHNICAL SPECIFICATIONS	17. SCOPE OF WORK (SOW)	Implementation, installation and configuration of the supplied components shall be carried out directly by OEM as per scope mentioned	Request you to confirm which licenses need to be supplied by the OEM/bidder—for example, Oracle DB RAC/Non-RAC, GoldenGate, BI & Reporting tools, Oracle Management tools, and ELT/ETL tools— or whether existing Oracle licenses can be utilized for the new environment		It is not in bidders scope. However, if any such information is required it will be shared with successful bidder
28	10	ANNEXURE-2 TECHNICAL SPECIFICATIONS	17. SCOPE OF WORK (SOW)	Implementation, installation and configuration of the supplied components shall be carried out directly by OEM as per scope mentioned	Please confirm whether any licenses need to be supplied by the bidder, such as replication tools or additional backup licenses		It is not in bidders scope. However, if any such information is required it will be shared with successful bidder
29	32,33	16. PROJECT SCHEDULE	5. SCOPE OF WORK (SOW) PROJECT SCHEDULE	The bidder, at the discretion of NIA, may have to pick the buy-back of old devices from the respective locations on "As is where is" basis within 4 weeks after completion of migration of data to new devices.All the components shall be delivered within 6 Weeks from the date of purchase order(s), inclusive of purchase order date and installed within 2 weeks from the date of delivery at the respective locations.	Request to confirm project schedule and modify migration timelines. 6 weeks delivery time . 2 weeks installation 4 weeks data migrations with buy-back of old devices.---Kindly add 2 more weeks.		Please refer addendum for updated timelines.
30	Page-25	2.0 Oracle Advanced Customer Services: PDC/DR/NDR	Migration of Database workloads from Supercluster M7 & Exadata X6-2 to Exadata X11M-2.	Migration of application workloads from SSC to PCA and its testing is out of scope? Migration of workloads hosted on non engineered systems (T Series servers) in Non-prod environments is out of scope?		It is not in bidders scope. However, if any such information is required it will be shared with successful bidder
31	Page-20	Annexure-2 Technical specifications	1 Fresh Purchase	Cables (Copper/fiber) requried for connectivity from ExadataX11M & PCA to external network switches are not considered in delivery?		Bidder is responsible for providing all cables required for connectivity of new hardware with existing NIA hardware during installation and configuration.
32	Page-33	5.7 Scope of Work		The bidder, at the discretion of NIA, may have to pick the buy-back of old devices from the respective locations on "As is where is" basis within 4 weeks after completion of migration of data to new devices. The bidder will ensure that the data available on disk is sanitized and made unrecoverable and Hardware disposal should be done as per Central Pollution Control Board (CFCB) and other GoI guidelines. Certificate for the same should be submitted.	Database migration sign off should be given by the application team post sanity of application performance		Will be finalized with successful bidder
33	Page-33	5.7 Scope of Work		The bidder, at the discretion of NIA, may have to pick the buy-back of old devices from the respective locations on "As is where is" basis within 4 weeks after completion of migration of data to new devices. The bidder will ensure that the data available on disk is sanitized and made unrecoverable and Hardware disposal should be done as per Central Pollution Control Board (CFCB) and other GoI guidelines. Certificate for the same should be submitted.	OEM confirmed that they don't do buy-back of old devices		Buy back has been removed from the scope of this RFP. Addendum will be issued
34	Page-6	EMD		The Demand Draft / Bank Guarantee should be from a scheduled bank and has to be valid for 180 days from the last date of tender submission. Bidders can use bank's standard Demand Draft / Bank Guarantee format for submitting the EMD.	Please confirm exact date for BG validity (GeM submission date).		Bank Guarantee should be valid for 180 days from the last date of bid submission as per RFP.
35	Page 8-9	Price			Share standard inclusions/exclusions and confirm change-order mechanism.		Will be shared with successful bidder.
36	Page 8-9	Exchange Rate Variation		Prices quoted by the bidder shall be firm, unconditional and all-inclusive, inclusive of all applicable taxes and duties, covering ex-factory price per unit, labour costs, packing, forwarding, freight, transit insurance, road permit charges, delivery at site, installation, integration, commissioning and testing. No additional charges of any nature shall be payable by NIA beyond the quoted prices.	If any forex procurement required then rate will decide mutually agreed or as per exchange rate as published by the Reserve Bank of India as on the date of invoice generation.		Please refer clause 14 pg no 9 for exchange rate variation
37	Page 9-10	Performance Bank Guarantee (PBG)		The successful bidder will have to furnish a Performance Guarantee to the tune of 5% of the full value of the Contract for proper fulfilment of the contract in the form of a Bank Guarantee from a nationalized/scheduled bank valid for 5 years and 3 months from the date of purchase order from NIA	Please confirm PBG base is exclusive of GST as per Annexure-5.		PBG should be inclusive of GST.
38	Page 9-10	Performance Bank Guarantee (PBG)		Performance Bank Guarantee may be forfeited in the event of a breach of contract by the bidder solely due to the reasons attributable	Please confirm forfeiture applies only for bidder-attributable breach, not OEM delays or force majeure.		Bidder will be ultimate responsible entity in such cases.
39	Page 10	Penalty		If the Bidder does not deliver/deploy goods as per the above schedule, or such authorized extension as may be permitted by NIA in writing, NIA shall impose a penalty @ 1% of the Purchase Order value of the delayed component for each week's delay to a maximum of 10% of the Purchase Order value of the delayed component	Please confirm Liquidated Damages cap is component-wise and total LDs are within overall LoL cap (100% contract value).		Please refer addendum
40	Page 12-13	Payment Terms		The payments shall be released as per the table given below. The Company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.	Please confirm invoice approval & payment TAT (e.g., 30 days from milestone).		Please refer addendum
41	Page-4	3) Objective	to the bidder (E.g. Termination of service by the bidder during the contract period)		What is the scope of testing and migration of all workloads. Is it only limited to hardware power on? OR migrating the databases or applications or both. If only databases - how can be they tested without application connecting to it and completing application testing. OEM and distributor will not have view of the application workloads		Bidder scope is for hardware delivery along with mounting and power on self test.Migration will be done by ACS team
42	Page-8	13) Price		13.1) Prices quoted by the bidder shall be firm, unconditional and all inclusive, inclusive of all applicable taxes and duties, covering exfactory price per unit, labour costs, packing, forwarding, freight, transit insurance, road permit charges, delivery at site, installation, integration, commissioning and testing. No additional charges of any nature shall be payable by NIA beyond the quoted prices.	In the page-4, sec3-objective migration and testing is mentioned - however here it is just mentioned as commissioning and testing. What is the actual scope and scope of testing mentioned here		Bidder scope is for hardware delivery along with mounting and power on self test.Migration will be done by ACS team
43	Page-10	17) SCOPE OF WORK (SOW)		17.4) Installation and implementation shall be deemed complete only upon successful completion of acceptance testing and issuance of acceptance sign-off by NIA.	There are no acceptance criteria mentioned in the document. Is acceptance deliver, install and power on or is there any other criteria		Please refer addendum
44	9	14		EXCHANGE RATE VARIATION	Request to drop this clause.		Please adhere to RFP T&C
45	10	16		If the Bidder does not deliver/deploy goods as per the above schedule, or such authorized extension as may be permitted by NIA in writing, NIA shall impose a penalty @ 1% of the Purchase Order value of the delayed component for each week's delay to a maximum of 10% of the Purchase Order value of the delayed component	Can we cap aggregate penalties (including LD and SLA penalties) at 5% of the overall contract value?		Please refer addendum
46	12	19		PAYMENT TERMS	Bidder requests the Payment terms should not be linked to Delivery for all SWs and HWs. Payment for the same should be upfront.		Please adhere to RFP T&C
47	28	1		Total A*(B+5C)	This formula is not clear, can you please eloborate		Please refer addendum
48	31	1.1		PRICE	We understand that PO for all the Five Years will be relased upfront		Please adhere to RFP T&C
49	39	21		TERMINATION	Before cancellation of order, the bidder should be given an opportunity of being heard and the final decision should be taken post such discussions.		Please adhere to RFP T&C