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ओड़िशा ग्राम्य बैंक

Odisha Gramya Bank

(A Govt. of India undertaking)

Corrigendum – RFP for AMC of Email Solution
OGB/RFP/ITD/EMAIL/014/2021-22 dated 24.02.2022

Corrigendum - 1

14.03.2022

S. No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/RFP/ITD/EMAIL/014/2021-22
2.	Date of Issue of Advertisement	24 th February, 2022
3.	Bid Submission Mode.	Through e-procurement portal: https://odishabank.abcprocure.com/EPROC/
4.	Last Date and Time for submission of bids along with supporting documents	21 st Mar, 2022 on or before 15:00 hours
5.	Last date, time and place for submission of Original Bid Cost (DD), Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.	21 st March 2022 on or before 15:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
6.	Date, time and venue for opening the Technical Bids submitted.	21 st March, 2022 at 16:00 hours at the Bank's Head office
7.	Commercial Bid Opening	Shall be communicated to technically qualified bidder.

Sl No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)
1	4.1 Eligibility Criteria	17	Point 14	Bidder should not have any instance of undue delay in payment of salaries to their engineers or staff in last 3 years. (This is to ensure less iteration within the bidder's company and to ensure long-term engagement of an engineer in Bank's project).	Due to the ongoing pandemic since 2020, businesses across the world cause severely hit and there was financial crisis for most of the organizations. Due to which, employee salaries and pay-outs were affected. We would request you to consider removal of the clause.	Amendment - Bidder should submit undertaking for releasing salaries to their engineers or staffs directly engaged for this project on regular basis without any undue delay throughout the contract period.
2	4.1 Eligibility Criteria	17	Point 13	Managed Services and Remote NOC: I. The Bidder should provide remote as well as physical support for Hardware and Software deployed at DC, Hyderabad and DRC, Chennai as and when required. II. The support engineer should be qualified to handle such Hardware, network, OS related activities and should possess ISO/ITIL/TL compliant certification. III. The bidder should have direct access to OEM TAC. IV. The bidder should have professional support services from backbone equipment vendor /OEM.	Against this clause, requesting you to allow to upload declaration from the authorized personal/ power of attorney.	Amendment - Managed Services and Remote NOC: I. The Bidder should provide remote as well as physical support for Hardware and Software deployed at DC, Hyderabad and DRC, Chennai as per requirement. II. The support engineer should be qualified to handle such Hardware, network, OS related activities and should have required expertise to resolve the issues within SLA. III. The bidder should have direct access to OEM TAC.
3	8.9 Email Availability (SLA for Email Uptime):	27		8.9 Email Availability (SLA for Email Uptime): Vendor will be liable to be penalized in case of downtime at following terms if the uptime is below 99%: a. More than 0.1 % to 0.2% downtime per month 1 % of the order value. b. More than 0.2 % to 0.3% downtime per month 2 % of the order value. c. More than 0.3 % to 0.4% downtime per	Requesting you to Modify the clause as below- 8.9 Email Availability (SLA for Email Uptime): Vendor will be liable to be penalized in case of downtime at following terms if the uptime is below 99%: a. More than 0.1 % to 0.2% downtime per month .25 % of the order value. b. More than 0.2 % to 0.3% downtime per month .50 % of the order value.	Amendment - 8.9 Email Availability (SLA for Email Uptime): Vendor will be liable to be penalized in case of downtime at following terms if the uptime is below 99%: a. More than 0.1 % to 0.2% downtime per month <u>.25</u> % of the order value. b. More than 0.2 % to 0.3% downtime

				<p>month 3 % of the order value. And so on....</p> <p>d. If the uptime is recorded below 98 % then 10% of the invoice value payable after each quarter shall be deducted.</p>	<p>c. More than 0.3 % to 0.4% downtime per month .75 % of the order value. And so on....</p> <p>d. If the uptime is recorded below 98 % then maximum 5% of the invoice value payable after each quarter shall be deducted.</p>	<p>per month <u>.50</u> % of the order value.</p> <p>c. More than 0.3 % to 0.4% downtime per month <u>.75</u> % of the order value.</p> <p>And so on....</p> <p>d. If the uptime is recorded below 98 % then maximum <u>5%</u> of the invoice value payable after each quarter shall be deducted.</p>
4	8.8 Takeover schedule (SLA for Takeover of Email Solution)	27		<p>1. Takeover of Email Solution Selected Bidder has to depute resources and complete the takeover charge from the current Service Provider as per Section 3, Clause 1 - "Scope of work" within 2 weeks of release of purchase order. Any delay in completion of takeover will attract 2% of the Total Annual Charges per week and Bank reserves right to cancel the order.</p>	<p>Requesting you to Modify the clause as below-</p> <p>1. Takeover of Email Solution Selected Bidder has to depute resources and complete the takeover charge from the current Service Provider as per Section 3, Clause 1 - "Scope of work" within 4 weeks of release of purchase order. Any delay in completion of takeover will attract .5% of the Total Annual Charges per week.</p>	<p>No change in RFP.</p>

Amendment –

Severity Level	Reporting Time	Resolution Time (MTTR)	Penalty for beyond stipulated MTTR
Severity 1	Business hours	2 hours	₹ 1000/- per hour of delay
	Non-business hours	Within 2 hours next business day	₹ 500/- per hour of delay
Severity 2	Business hours	2 hours	₹ 300/- per hour of delay
	Non-business hours	Within 2 hours next business day	₹ 250/- per hour of delay
Severity 3	Business hours	2 hours	₹ 200/- per hour of delay
	Non-business hours	Within 2 hours next business day	₹ 100/- per hour of delay

Amendment –

Overall maximum penalty will be up to 5% of the contract value.

Requesting you to Modify the clause as below-

Severity Level	Reporting Time	Resolution Time (MTTR)	Penalty for beyond stipulated MTTR
Severity 1	Business hours	2 hours	₹ 1000/- per hour of delay
	Non-business hours	Within 2-hours next business day	₹ 500/- per hour of delay
Severity 2	Business hours	2 hours	₹ 300/- per hour of delay
	Non-business hours	Within 2-hours next business day	₹ 250/- per hour of delay
Severity 3	Business hours	2 hours	₹ 200/- per hour of delay
	Non-business hours	Within 2-hours next business day	₹ 100/- per hour of delay

Requesting you to add the clause as below:-
Maximum penalty would be restricted to 5% of the contract value.

Severity Level	Reporting Time	Resolution Time (MTTR)	Penalty for beyond stipulated MTTR
Severity 1	Business hours	2 hours	₹ 3000/- per hour of delay
	Non-business hours	Within 2 hours next business day	₹ 2000/- per hour of delay
Severity 2	Business hours	2 hours	₹ 2500/- per hour of delay
	Non-business hours	Within 2 hours next business day	₹ 2000/- per hour of delay
Severity 3	Business hours	2 hours	₹ 1000/- per hour of delay
	Non-business hours	Within 2 hours next business day	₹ 500/- per hour of delay

Penalty

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8.11 Penalty Clauses:

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Penalty

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8.11 Penalty Clauses:

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7	8.1 Payment Terms:	30	Point 2	<p>Support staff The payment against dedicated Support staff at head office shall be billed on quarterly basis and payment for the same will be released as quarterly arrear. Payment against non-service periods of any engineer or gap between exit of existing engineer and joining of new engineer of same skill, will be considered as non-billable period for respective service. The same period will be deducted along with applicable penalty from invoice submitted.</p> <p>Reported leave of a resource / engineer for maximum of 3 days in a quarter will be considered as billable period. Bidder to do alternate onsite resource arrangement for any absence of more than 3 days for a billable resource or engineer.</p>	<p>Requesting you to modify the clause as below</p> <p>Support staff The payment against dedicated Support staff at head office shall be billed on monthly basis and payment for the same will be released as monthly arrear.</p> <p>Payment against non-service periods of any engineer or gap between exit of existing engineer and joining of new engineer of same skill, will be considered as non-billable period for respective service. The same period will be deducted along with applicable penalty from invoice submitted.</p> <p>Reported leave of a resource / engineer for maximum of 7 days in a quarter will be considered as billable period. Bidder to do alternate onsite resource arrangement for any absence of more than 7 days for a billable resource or engineer.</p>	<p>Amendment - Support staff The payment against dedicated Support staff at head office shall be billed on quarterly basis and payment for the same will be released as quarterly arrear. Payment against non-service periods of any engineer or gap between exit of existing engineer and joining of new engineer of same skill, will be considered as non-billable period for respective service. The same period will be deducted along with applicable penalty from invoice submitted.</p> <p>Reported leave of a resource / engineer for maximum of 3 working days in a quarter will be considered as billable period. Bidder to do alternate onsite resource arrangement for any absence of more than 3 working days for a billable resource or engineer.</p>
8	8.22 Order Cancellation	33		<p>In case of order cancellation, any payments made by OGB to the Bidder for the particular service would necessarily have to be returned to OGB with interest @ 10% per annum from the date of each such payment. Further the Bidder would also be required to compensate OGB for any direct loss incurred by OGB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by OGB to appoint any other Bidder.</p>	<p>Requesting you to remove this clause.</p>	<p>Amendment - In case of order cancellation, any payments made by OGB to the Bidder for the particular undelivered service would necessarily have to be returned to OGB with interest @ 10% per annum from the date of each such payment. Further the Bidder would also be required to compensate OGB for any direct loss incurred by OGB due to the cancellation of the Purchase Order and any additional expenditure to be</p>

						incurred by OGB to appoint any other Bidder to maximum of 125% of the contract value.
9	8.23 Termination of Contract	34		<p>For Amalgamation / Merger of bank: Bank with written notice of 3 months to Bidder, may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. OGB will release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for amalgamation or merger of bank as per instruction of GOI.</p> <p>For Insolvency: OGB at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OGB.</p> <p>For Non-Performance: OGB reserves its right to terminate the contract in the event of Bidder's repeated failures (more than 3 occasions in a calendar year in maintaining</p>	<p>Requesting you to give minimum 180 days cure period has to be given in case of termination for cause</p>	<p>Amendment –</p> <p>For Amalgamation / Merger of bank: Bank with written notice of 3 months to Bidder, may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. OGB will release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for amalgamation or merger of bank as per instruction of GOI.</p> <p>For Insolvency: OGB at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OGB.</p>

				<p>the service level as defined in the Contract).</p> <p>Notice: In the event of termination, OGB will issue notice to Vendor for a period of 90 days over e-mail / registered mail.</p>		<p>For Non-Performance: OGB reserves its right to terminate the contract in the event of Bidder's repeated failures (more than 3 occasions in a calendar year in maintaining the service level as defined in the Contract).</p> <p>Notice: In the event of termination, OGB will issue notice to Vendor for a period of 90 days over e-mail / registered mail.</p> <p>Bidder shall have 30 days cure period in case of termination.</p>
10	NA	NA	NA	NA	<p>Requesting you to add non Solicitation clause as under-</p> <p>Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. Notwithstanding the foregoing, either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation.</p>	No Change in RFP

11	NA	NA	NA	NA	<p>Requesting you to add Following clause in payment terms- In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicably possible upon normalization of the situation.</p>	<p>Existing clause in RFP stands. Please refer to the Force Majeure clause in RFP.</p>
12	NA	NA	NA	NA	<p>Requesting you to add Termination for cause right for the Successful Bidder as under; The Successful Bidder may terminate this Agreement and / or any SOW upon written notice to Client if Client commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the Successful Bidder.</p>	<p>No Change in RFP</p>

13	NA	NA	NA	NA	We are working on technical analysis and understanding of the RFP. Considering the RFP is large and complicated, We would request you to Extend the date the bid submission by at least 2 weeks.	Amendment - Revised last date for Bid submission on 21st Mar 2022 1500 hrs
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