

Amendment-5 to "RFP 20/2017-18 dated 09/11/2017 for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model"

It is decided to amend the following in respect of the above RFP:

Sl. No.	Page No.	Clause No.	Existing	Amended
a.	41	Annexure-3 <u>Eligibility Criteria Declaration</u> Criteria no. g	<u>Eligibility Criteria:</u> The Bidder should have experience of having managed the proposed solution/ similar solution from the proposed OEM to the Bank with a minimum of <u>3000</u> mailboxes in any Scheduled Commercial Banks/PSUs/Government Departments/ Multi-National Corporates in India during the immediate preceding 4 years (2013-14, 2014-15, 2015-16 & 2016-17). <u>Documents to be submitted:</u> The Bidders has to provide order copy / reference Letter from their customer in India duly mentioning the solution name and the no. of mailboxes.	<u>Eligibility Criteria:</u> The Bidder should have experience of having managed the proposed solution/ similar solution from the proposed OEM to the Bank with a minimum of <u>2500</u> mailboxes in any Scheduled Commercial Banks/PSUs/Government Departments/ Multi-National Corporates in India during the immediate preceding 4 years (2013-14, 2014-15, 2015-16 & 2016-17). <u>Documents to be submitted:</u> The Bidders has to provide order copy / reference Letter from their customer in India duly mentioning the solution name and the no. of mailboxes.

45. Penalties/Liquidated Damages: Clause 45 (Page No.25 & 26)

45.1. Penalties/Liquidated damages for delay Implementation, Integration, Migration and Commissioning:

45.1.1. Non-compliance of the Implementation, Integration, Migration and Commissioning as per clause (42.1) will result in the Bank imposing penalty of 0.50% (Plus GST) on delay on **Implementation, Integration, Migration and Commissioning** per week or part thereof, on the total value of the order (exclusive of Taxes).

45.1.2. However, the total Penalty/LD to be recovered under above clauses 45.1.1 shall be restricted to 10% (Plus GST) of the total value of the order (exclusive of Taxes).

45.2. Penalties/Liquidated damages for onsite resources:

In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the branch/office does not hamper. In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% (Plus GST) of the Resident resource charges (Excl. of Taxes) payable to the Bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% (Plus GST) of the total charges (Exclusive of Taxes) payable for Resident Resource charges for that quarter.



45.3. Penalties/Liquidated damages for not maintaining uptime :

45.3.1. If the bidder fails to maintain the guaranteed uptime, Penalty for uptime will be deducted as under:

Level of availability calculated on monthly basis	Penalty amount
99.9% to 100%	No Penalty would be deducted
98.9% to < 99.9%	0.10% (Plus GST) on Quarterly invoice value (Excl. of Taxes) for every hour or part thereof.
97.9% to <98.9%	0.20% (Plus GST) on Quarterly invoice value (Excl. of Taxes) for every hour or part thereof.
96.9% to <97.9%	0.30% (Plus GST) on Quarterly invoice value (Excl. of Taxes) for every hour or part thereof.
95.9% to <96.9%	0.50% (Plus GST) on Quarterly invoice value (Excl. of Taxes) for every hour or part thereof.
<95.9%	1.00% (Plus GST) on Quarterly invoice value (Excl. of Taxes) for every hour or part thereof.

45.3.2. The maximum penalty levied as per above clause (45.3.1) shall not be more than the 20% (Plus GST) of amount payable for that year (exclusive of Taxes) for one Year.

45.3.3. If monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder.

45.4. **Penalties/Liquidated Damages for non-performance:** If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.

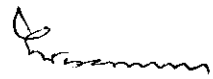
45.5. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

45.6. All the above LDs are independent of each other and are applicable separately and concurrently.

45.7. LD is not applicable for the reasons attributable to the Bank and Force Majeure

All the other Instructions and Terms & Conditions of the above RFP remain unchanged.
Please take note of the above Amendments while submitting your response to the subject RFP.

Date: 15/12/2017
Place: Bengaluru


Deputy General Manager
