

Corrigendum-2 to GeM Bid ref. no. GEM/2024/B/4515239 dated 20/01/2024 for Selection of vendor for Procurement of Microsoft e-Mail subscription licenses, allied components and bulk e-Mail facility on end to end managed service model for a period of 5 years.

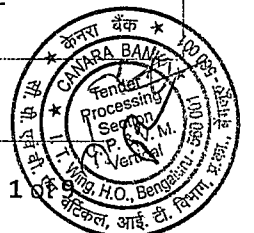
It is decided to amend the following in respect of the above GeM bid:

a. GeM Bid Document, Bid Details (Bid End Date/Time, Bid Opening Date/Time, Page no. 1 of 7):

Description	Existing details	Amended details
Bid End Date/Time	13-02-2024, 15:00:00	<u>14-02-2024, 15:00:00</u>
Bid opening Date/Time	13-02-2024, 15:30:00	<u>14-02-2024, 15:30:00</u>

Sl No	Section/Annexure/ Appendix of GeM Bid	Clause No.	Existing Clause	Amended Clause
1.	Section F - Ownership & Awarding Contract	9. Performance Security	9.1. The successful bidder should submit a Security Deposit / Performance Bank Guarantee equivalent to 10% of the Total Cost of Ownership (TCO) value as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order with the validity period of 64 months from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of 2 months from the last date of validity.	9.1. The successful bidder should submit a <u>Security Deposit/Performance Bank Guarantee equivalent to 5% of the Total Cost of Ownership (TCO) value as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order with the validity period of 64 months from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of 2 months from the last date of validity.</u>
2.	Section C - Deliverable and Service Level Agreements	1.Project Timelines	Existing Clause	<u>Amended clause attached with this Corrigendum</u>
3.	Section C - Deliverable and Service Level Agreements	7.Payment Terms	Existing Clause	<u>Amended clause attached with this Corrigendum</u>

Internal

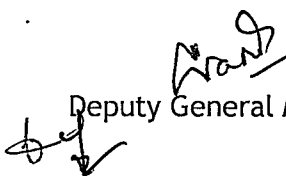


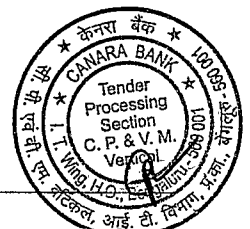
4.	Appendix-E	Proforma of Bank Guarantee for Contract Performance	Existing Proforma of Bank Guarantee for Contract Performance	<u>Amended Proforma of Bank Guarantee for Contract Performance attached with this Corrigendum</u>
5.	Annexure-2	Pre-Qualification Criteria	The Bidder should have experience of having managed the solution proposed to the Bank with a minimum of 15,000 mailboxes in a single implementation in any one Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the previous 5 financial years	The Bidder should have experience of having managed the solution proposed to the Bank with a minimum of 15,000 mailboxes <u>in single order or in cumulative orders in one organization, i.e.</u> in any one Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the previous 5 financial years

All the other instructions and terms & conditions of the above GeM Bid shall remain unchanged.

Please take note of the above amendments while submitting your response to the subject GeM bid.

Date: 06/02/2024
Place: Bengaluru


Deputy General Manager



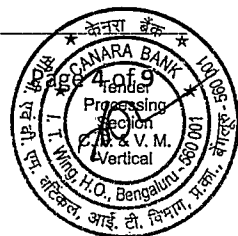
SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Project Timelines

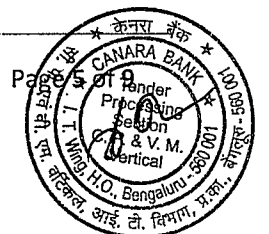
- 1.1. Bank shall provide the address and contact details for delivery of required hardware/software items for implementation of the proposed E-mail Solution and bulk mailing solution, while placing the order.
- 1.2. The vendor shall submit the acceptance of the Purchase Order within **seven (7) days** from the date of issuance of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall deem to have been accepted by the vendor.
- 1.3. The bidder needs to submit a detailed plan for implementation of Microsoft 365 cloud services and migration of existing email solution to M365 services, bulk mailing solution etc.
- 1.4. The bidder will take over the project on 01/06/2024 on expiry of the current contract. Bidder has to deliver 1st set of requirement of 67,000 licenses (which includes Profile-1 and Profile-2 and 13,000 Microsoft 365 F1) from the **DAY-1** which means, it should coincide with the expiry of current Microsoft contract. For the rest of the optional licenses, Bank will intimate separately as on when required by the Bank.
- 1.5. The effective date of start of the bulk mailing solution services will be **01/06/2024**.
- 1.6. The bidder will also perform the following activities before beginning migration:
 - 1.6.1. Define transition framework, facilities, access requirements etc.,
 - 1.6.2. Assess current mailing configuration (Both O365 & Zimbra Solutions) - SMTP, MX, DNS, limits, disclaimer, policies, archival, application integration etc.
 - 1.6.3. Assessment of migration scenario / strategy- Microsoft 365 configuration, third party tool configuration, license requirement etc.
 - 1.6.4. Submission of pre and post migration checklist.
 - 1.6.5. Provide a detailed migration calendar
 - 1.6.5.1. Mapping of users with migration date / times.
 - 1.6.5.2. User distribution - profiling etc.
 - 1.6.5.3. Define stages along with application integration.
- 1.7. On acceptance of such plan by the Bank, the bidder shall complete the implementation of the project as per below mentioned table. Experienced onsite engineers should be deployed as informed by the Bank for carrying out data migration process and coordinate with the existing bidder/s for smooth migration / transition. The detailed Phase wise timelines as under:

Sl. No	Phase	Timelines(in Weeks)
1.	<ul style="list-style-type: none"> ➤ Assessment of current infrastructure. ➤ Submission of project implementation and migration plan along with rackspace and power requirements at DC and DR locations for on-premises. ➤ Details of help desk set up including man-power proposed, terminals and space requirements. 	3 weeks from the date of acceptance of purchase order.
2.	PHASE-I Delivery, installation and commissioning of necessary hardware components at DC and DR Locations for on-premises hardware set up.	<u>8 weeks from the date of acceptance of purchase order.</u>
3.	<ul style="list-style-type: none"> ➤ Implementation, integration of on-premises hardware, software etc. ➤ Implementation of bulk mailing solution. ➤ Migration of user profiles and mailbox data. 	<u>12 weeks from the date of acceptance of purchase order.</u>
4.	PHASE-II Migration of archival data.	<u>24 weeks from the date of acceptance of purchase order.</u>

- 1.8. Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However, if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting as mutually agreed and all RFP terms should be applicable to the altered locations also.
- 1.9. The Installation will be deemed as incomplete if any component of the Solution is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. The installation will be accepted only after complete commissioning of Solution.
- 1.10. The Bank will not arrange for any Road Permit/ Sales Tax clearance for delivery of hardware to different locations and the selected bidder is required to make the arrangements for delivery of hardware to the locations as per the list of locations/ items provided from time to time by the Bank. However, the Bank will provide letters/ certificate/ authority to the selected bidder, if required.



- 1.11. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.
- 1.12. End to End implementation of the solution will be deemed as complete only when the same is accepted by the Bank and sign off given in accordance with the terms & conditions of this RFP and satisfactory working of the solution.



SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

2. Payment Terms

- 2.1. Payment for all components of the solution will start from 01/06/2024.
- 2.2. The payment schedule will be as under and will release after execution of contract agreement:

Sl. No.	Payment Stages	% of Payment	Condition/Remarks
1.	Enterprise License cost per year	100%	Payment will be yearly in advance.
2.	Bulk Mail Solution	100%	Payment will be quarterly in arrears after deducting applicable penalties and Liquidated damages.
3.	One time implementation cost	70%	On successful completion of activities mentioned under Phase-I and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents.
		30%	On successful completion of activities mentioned under Phase-II and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents.
4.	Dedicated Onsite/ Offsite Resources	Payment will be quarterly in arrears after deducting applicable penalties and Liquidated damages.	

- 2.3. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 2.4. The selected bidder has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- 2.5. Bank will not pay any amount in advance unless otherwise specified in this RFP.
- 2.6. Payment shall be released within 30 days from the date of submission of relevant documents as per RFP terms.
- 2.7. The Bank shall finalize the installation and acceptance format mutually agreed by the selected bidder. The selected bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- 2.8. The payments will be released through NEFT/ RTGS after deducting the application LD/Penalty, TDS if any, by centrally by Head Office at Bengaluru and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

Appendix-E

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To: The Deputy General Manager,
Canara Bank,
Centralized Procurement & Vendor Management Vertical,
IT Wing, Head Office, Naveen Complex,
14 M G Road, Bengaluru.

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to(Description of RFP) as per their Contract..... dated _____with you (hereinafter referred to as "the CONTRACTOR")

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favor, as per Clause _____ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE")

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

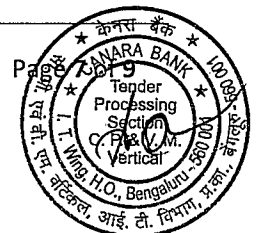
AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE, WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs _____ (Rupees _____) an **amount equivalent to 5% of the Contract Price** against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs _____ (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract



and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees _____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

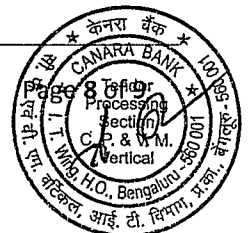
In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, or registered post to our local address as aforesaid or by email preferably to _____ (email ID of the BG issuing bank) or by SFMS preferably to _____ (IFSC of the BG issuing bank). If sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.



The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____
(Rupees _____ only)
- ii. This guarantee shall be valid up to _____ and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this _____ day of _____ 2023.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: Canara Bank
Name of the Branch: IT Wing
IFSC Code: CNRB0000007

