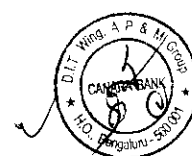


**Amendment-1 to “RFP 31/2017-18 dated 07/02/2018 for Supply, Installation, Integration, Maintenance and Support for Microsoft Desktop Management Solution”**

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

Sl. No.	Page No.	Clause No.	Existing	Amended
a.	20	9. Scope of Work:	<p><b>9.38. Scope of Onsite Support for Desktop Management Solution</b>  <b>9.38.3.</b> In case the engineer goes on leave / absent, suitable replacements 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 monthly supporting charges during the particular month. The bank shall also impose a penalty of 0.5% of the monthly supporting charges payable to the bidder.</p>	<p><b>9.38. Scope of Onsite Support for Desktop Management Solution</b>  <b>9.38.3.</b> In case the engineer goes on leave / absent, suitable replacements to be arranged by the bidder to ensure that regular functioning of the branch/office does not hamper. In case replacements are not arranged. Bidder has to refer LD clauses as per the point <b>48.4</b> of the <b>Amendment-1.</b>”</p>
b.		32. Determination of L1 Price:	<p><b>32.1. Cost of Hardware &amp; Software items (inclusive of taxes) + AMC (inclusive of taxes) at present values as per BOM.</b></p> <p>The Present Value (PV) of the AMC cost offered for all the years of AMC shall be added to the price of the Hardware Items offered, for the purpose of evaluation of the price bid and arriving at L1, L2 &amp; L3. The Present Value (PV) for the AMC component will be calculated as per the following formula:</p> <p>Where 'C' is the annual AMC amount of each year</p> <p>'r' is Bank's prevailing 1 year MCLR Rate which is presently <b>8.40%</b></p> <p>'n' is number of years, i.e. 'n' is 1 for 1st year, 2 for 2nd year ... 6 for 6th year.</p>	<p><b>32.1. Cost of Hardware &amp; Software items (inclusive of taxes) + AMC (inclusive of taxes) at present values as per BOM.</b></p> <p>The Present Value (PV) of the AMC cost offered for all the years of AMC shall be added to the price of the Hardware Items offered, for the purpose of evaluation of the price bid and arriving at L1, L2 &amp; L3. The Present Value (PV) for the AMC component will be calculated as per the following formula:</p> <p>Where 'C' is the annual AMC amount of each year</p> <p>'r' is <u>Bank's prevailing 1 year MCLR Rate which is presently <b>8.30%</b></u></p> <p>'n' is number of years, i.e. 'n' is 1 for 1st year, 2 for 2nd year ... 6 for 6th year.</p>
c.	42	52. Local Support:	<p><b>52.7. Response Time and Meantime to Restore [MTTR]</b>  <b>52.7.1.</b> Response Time and Meantime to Restore [MTTR]  <b>52.7.2.</b> Response Time shall be 1 hours and MTTR shall be 2 hours. Time specified above is from lodging of complaint.</p>	<p><b>52.7. Response Time and Meantime to Restore [MTTR]</b>  <b>52.7.1.</b> Response Time and Meantime to Restore [MTTR]  <b>52.7.2.</b> Response Time shall be <u>2 hours and MTTR shall be 4 hours</u> for Hardware. Time specified above is from lodging of complaint.</p>



d.	56	Annexure-3 Eligibility Criteria Declaration Criteria no. f	<p><b>Eligibility Criteria:</b> The bidder should provide proof of having Supplied &amp; Maintained minimum 20,000 Endpoints for Proposed Desktop Management Solution in a single organization such as PSBs, Govt. Dept. and Corporates in India during the immediate preceding two years (2015-16 &amp; 2016-17).</p> <p><b>Documents to be submitted:</b> The bidder shall provide the details of contract which are still valid. Work Orders &amp; reference Letters of Satisfactory Performance from the Clients.</p>	<p><b>Eligibility Criteria:</b> The bidder should provide proof of having <b>Supplied &amp; Implemented</b> minimum 20,000 Endpoints for Proposed Desktop Management Solution in a single organization such as PSBs, Govt. Dept. and Corporates in India during the <b>Seven (7) years (i.e. 01/01/2011 to 31/12/2017).</b></p> <p><b>Documents to be submitted:</b> The bidder shall provide the details of contract which are still valid. <b>Work Orders or reference Letters of Satisfactory Performance from the Clients in the name of the Bidder.</b></p>
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e. **Penalties/Liquidated Damages: Clause 48 (Page No.38 & 39 of the RFP)**

**48. Penalties/Liquidated Damages:**

**48.1. Penalties/Liquidated damages for delay in Delivery and Installation of hardware and OS installation would be as under.**

- 48.1.1. Non-compliance of the Supply/delivery clause (43.2.1) will result in the Bank imposing penalty of 0.50% (Plus GST) on delay in delivery per week or part thereof, on the invoice value (exclusive of Taxes) location/office address wise.
- 48.1.2. Non-compliance of the Installation, configuration and implementation as per clause (43.2.2) will result in the Bank imposing penalty of 0.50% (Plus GST) on delay on installation per week or part thereof, on the invoice value (exclusive of Taxes) location/office address wise.
- 48.1.3. However, the total Penalty/LD to be recovered under above clauses 47.1.1, and 47.1.2 shall be restricted to 10% (Plus GST) of the total value of the order (exclusive of Taxes).

**48.2. Penalties/Liquidated damages for delay in Delivery of Licenses would be as under.**

- 48.2.1. Non-compliance of the Supply/delivery clause (43.3) will result in the Bank imposing penalty of 0.50% (Plus GST) on delay in delivery per week or part thereof, on the invoice value (exclusive of Taxes) location/office address wise.
- 48.2.2. However, the total Penalty/LD to be recovered under above clause 47.1.1, shall be restricted to 5% (Plus GST) of the total value of the order (exclusive of Taxes).

**48.3. Penalties/Liquidated damages for delay in Implementation of Desktop Management Solution:**

- 48.3.1. Non-compliance of the implementation clause (43.4) will result in the Bank imposing penalty of 1.00% (Plus GST) on delay in implementation per week or part thereof, on the on the Order value (inclusive of Hardware, OS, Software, License & Implementation Charges and exclusive of Taxes) location/office address wise.
- 48.3.2. However, the total Penalty/LD to be recovered under above clause 48.3.1, shall be restricted to 10% (Plus GST) of the total value of the order (exclusive of Taxes).



**48.4. 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.

**48.5. Penalties/Liquidated damages for not maintaining uptime:**

**48.5.1.** 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
<b>99.90% and above</b>	No Penalty would be deducted
<b>99.50% to &lt;99.90%</b>	0.10% (Plus GST) on basic invoice value for every hour or part thereof.
<b>98.99% to &lt; 99.50%</b>	0.20% (Plus GST) on basic invoice value for every hour or part thereof.
<b>98.50% to &lt;98.99%</b>	0.30% (Plus GST) on basic invoice value for every hour or part thereof.
<b>97.99% to &lt;98.50%</b>	0.50% (Plus GST) on basic invoice value for every hour or part thereof.
<b>97.95% to &lt;97.99%</b>	1.00% (Plus GST) on basic invoice value for every hour or part thereof.
<b>&lt;97.95% to &lt;95%</b>	2.00% (Plus GST) on basic invoice value for every hour or part thereof.

**48.5.2.** 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.

**48.5.3.** 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 or AMC, if contracted. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder (including AMC payments).

**48.6. 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.

**48.7.** 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.

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

**48.9.** 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: 20/02/2018  
Place: Bengaluru

  
Deputy General Manager

