Addendum to RFP 132015

(Procurement, Installation and Maintenance of Enterprise wide Antivirus Software)

Addendum – 1

Revised Appendix 2 Form A 04: BID SECURITY FORM

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)

(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

TO:

General Manager (Information Technology),

Bank of Maharashtra

Information Technology,

Head Office,

Lokmangal, Shivaji Nagar,

Pune - 411005

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated_____ (*date of submission of bid*) for Procurement, Implementation and Maintenance of Enterprise Antivirus Solutions in response to Bank of Maharashtra's Request for Proposal (RFP) No. _____ (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE_____(*name of bank*) of _____ (*name of country*) having our registered office at_____ (address of bank) (hereinafter called "the Bank") are bound unto Bank of Maharashtra (hereinafter called "the Purchaser") in the sum of_____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of_____ , 20___.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :

    (a) fails or refuses to execute the mutually agreed Contract Form if required; or

    (b) fails or refuses to furnish the Performance Bank Guarantee, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force for the period of 180 days, and any demand in respect thereof shall reach the Bank not later than the above date.

Notwithstanding any other term contained herein

a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and

b) the total liability of Bank under this guarantee shall be limited to Rs. 10,00,000/-(Rupees Ten Lakhs only) only.

Place :

SEAL   Code No.

Bidder Signature.

NOTE:

1. BIDDER SHALL ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG

2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.

Addendum 2 – Clause 7.15 Point No.1 (Page 45 of RFP)

5.1   Exit option and contract re-negotiation

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

      a. Failure of the successful SI to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract;

      b. Delay in providing the Solution with complete readiness;

      c. Serious discrepancy in functionality of any service, which has an impact on the Bank's equipment in production environment;

S No.	Page No.	Point No	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Remarks
1	28	5.3.2	The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft favoring "Bank of Maharashtra" by a Scheduled Commercial Bank or a foreign bank located in India in the form provided in the RFP	We request the bank to accept Bank Guarantee as bid security for 180 days after opening of the commercial bids (Bid validity period)	Please refer Addendum 1
2	-	-	Format of agreement & Performance Bank Guarantee is not mentioned in RFP	We request the bank to share the same.	The format will be shared with successful bidder
3	45	7.15	7.19 Termination 1. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.	We suggest the bank to amend the clause to: Both the Parties The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the Other bidder.	Please refer Addendum 2

4	-	-	Limitation of liability clause is not mentioned.	We request the bank to add Limitation of Liability clause as: Notwithstanding anything to the contrary contained in the contract Bidder's aggregate liability arising out of or in connection with the contract, whether based on contract, tort, statutory warranty or otherwise, shall be limited to the amount actually paid by Bank to the Bidder in respect of the Equipment / Software / Services that are subject matter of a claim subject to a maximum of 10% of the contract value. The Bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim.	There is no need of separate clause of limitation of liability as it is already considered for all relevant clauses.
5	-	-	Deemed Acceptance clause is not mentioned.	We request the bank to add Interest on delayed payment clause as: Notwithstanding anything to the contrary contained anywhere in the Agreement, Bank agrees that any delay in payments beyond due date i.e. 30 days from the receipt of invoice, shall automatically bear interest at an annual rate equal to 18% per annum for the relevant delayed period, calculated from the date due until date of realization of full payment. The Bidder reserves the right to suspend/terminate this Agreement with immediate effect, if Bank fails to release the payment within 45 days from the date of receipt of invoice.	No change in RFP
6	32	6.2.2.3	To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be	We request the bank to remove this clause	Clause is 6.1.7 on page 95. It cannot be changed

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Responses to Queries for RFP 132015- Procurement, Implementation and Maintenance of Enterprise Wide Antivirus Solution

			further extended at the discretion of the BUYER.		
7			Protection from security threats arising from BYOD connected to our LAN network	What does BYOD indicate here? Is it workstations or also mobile devices. Please confirm	It is Android mobiles, iPhones, iPADs, windows mobiles, Laptops etc
8			Solution shall be able to use separate ports for actual traffic of virus definitions and other signaling traffics	Why a separate port is required? Kindly suggest	separate port is required for better bandwidth management and making the AV update process smooth
9			Solution client agent shall be using minimum CPU and memory so that the business work does not get hampered.	What is the minimum CPU and memory indicates to, kindly define	simply put, the user of PC/ server shall not get affected due to antivirus processes
10			Solution shall find applications that are identified as vulnerabilities i.e. "FTP Available")	Does the solution need to only identify applications running on the machine? Kindly suggest	This is one of the requirements. Please read RFP

11			The solution console shall allow access to the console only after the user is authenticated by using password and private key. The user may be configurable in ADS/ domain	What does "private key " indicates too? Kindly confirm	The clause may be read as "The solution console shall allow access to the console only after the user is authenticated by using password or private key. The user may be configurable in ADS/ domain "
12			These customized groups shall update automatically once the clients' asset or software information or custom property is changed	Need more understanding on the specification mentioned	Please read the clause in reference to clause 1.8.j on page 56
13			Solution shall allow administrator to define different dynamic update policies	What does dymanic update policies refers? Kindly suggest	The solution shall be able to define policies for sending updates based on various different categories which can be changed dynamically as per requirement of the Bank

14			Solution shall allow administrators to extend the deployment of updates over a pre-defined period of time to reduce overall impact to network bandwidth.	Is it referring to software update or AV definition update? Kindly confirm	Both software updates and AV definition updates