

Addendum to RFP 082016

(Request for Proposal for facility management services for Symantec Enterprise Antivirus solution and for subscription renewal of 12000 Enterprise Antivirus Licenses and supply of web filtering solution)

Addendum – 1

Revised clause: 3.3 Project Timelines: Page 13 of the RFP

One Time Activity

Bank has Symantec Enterprise Antivirus Software installed in all desktops and servers within Bank. The bidder will have to undertake task of updating inventory of all the licenses (in SEPM – Symantec Endpoint Protection Manager) and update the antivirus on all PCS. The bidder will have to **complete the task within 4 months from receiving PO** from the Bank. The required information is to be submitted in Bank's format.

RFP 082016

Responses to Queries for RFP 082016 - facility management services for Symantec Enterprise Antivirus solution and for subscription renewal of 12000 Enterprise Antivirus Licenses and supply of web filtering solution

Sr No	Page #	Point/Section	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Remark
1	29	6.2.4.1	Performance Bank Guarantee in the format as required by the Bank to the extent of 10% of the value of the contract within 10 days of the date of receipt of the purchase contract. The performance guarantee would be for the entire period of the Contract. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract.	We request the bank to remove this clause as the payment terms mentioned for FMS is quarterly in arrears. Bidders will factor the cost of the same in their commercial proposal which will increase the cost to bank.	No change in the RFP
2	39	7.11	If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.	We request the bank to amend the same to 0.5% of un-delivered product/services per week to maximum of 5% of the quarterly billing amount.	No change in the RFP
3	21	4.2.2	SLA penalties mentioned in RFP are quite stringent. Penalty: Penalty will be calculated based on the reports submitted. Hence reporting (through automated process) shall be done by the bidder as per SLA requirement. Overall cap for penalties will be 10% of the contract value. Thereafter, the contract may be cancelled. The bank also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to the bank.	We request the bank to amend the same to 0.5% of down equipment value per week to maximum of 5% of the quarterly billing.	No change in the RFP
4	General	General	Details of locations involved under bidder's scope of work is not mentioned.	We request the bank to provide the details of the same.	Will be provided to successful bidder

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5	6	Tender Reference	Bid Security Deposit (EMD) to be submitted as Rs. 10 Lacs	We request the bank to keep the EMD as 2-3% of estimated tender value which is as per industry norms.	No change in the RFP
6	35	7.2.3	90% of hardware, software and licensing cost for web filtering solution will be paid after delivery, commissioning and acceptance of the relevant requirement. 10% remaining will be paid after one year or on submission of equivalent Bank Guarantee. This Bank Guarantee is separate from Performance Bank Guarantee.	We request the bank to amend the same to 90% on delivery & 10% on commissioning and acceptance.	No change in the RFP
7	General	General	Tax deduction at source	We request bank not to deduct TDS as per the GOI notification	Please provide copy of the GOI notification
8	21	1	Resolution of issues escalated to OEM: Bidder shall ensure that any issue escalated to OEM shall be resolved in 10 working days	We request the bank to amend the clause as "Bidder shall ensure follow up and escalation till resolution as per the follow up and Escalation Matrix mutually agreed and signed with the bank".	Bank expects back-to-back agreement between bidder and OEM. This SLA clause is considering the above requirement
9	13	3.3	The bidder will have to complete the task within 3 months from receiving PO from the Bank.	We request the bank to increase the timelines to 5 months from the date of receipt of Purchase Order.	Please see the addendum -1.
10	23	4.6	The Commercial Bid as per Appendix 1 Form 02 shall be inclusive of all taxes; excluding Service Tax and LBT/ Octroi; which will be paid at actual.	The commercial bid as per annexure 1 form 02 shall be exclusive of all taxes, which will be paid at actual.	No change in the RFP
11	17	-	In case the Bank purchases more Antivirus licenses from Symantec or procures licenses of another OEM, the bidder shall continue the support to the Antivirus Solution.	We request the bank to delete this clause	No change in the RFP

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12	26	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 or a Bank Guarantee in the form provided in the RFP (Appendix 2 Form A 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Maharashtra as non-responsive.	We request the bank to please provide clarity on validity of Bank Guarantee.	BG shall remain valid for bid validity period. Bid validity period is given in 6.2.1.1 (180 days after opening of commercial bid).
13	30	6.2.4.5	The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the bidder's inability to meet the established delivery dates, that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar RFP For Enterprise Wide Antivirus Solution deliverables and services or is limited to 10% on the total cost whichever is higher.	HCL shall bear no liability in case of termination of the contract. Penalty can be levied in case of failure to meet the SLAs limited to 5% of the quarterly billing amount.	No change in the RFP
14	35	7.2.4	The recurring payment (Facility Management) for the services on "ENTERPRISE ANTIVIRUS Solution" project shall be divided into four equal installments for the year and paid quarterly in arrears; after deducting the applicable penalty; post the successful commissioning of the project and acceptance of all the relevant requirements under this tender.	Payment terms to be quarterly in advance. Any penalty could be deducted in the next quarterly billing as applicable after mutual discussion.	No change in the RFP

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15	36	7.5	<p>The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <p>4 Unacceptable Delay in providing overall solution including client software installations as per the SLA</p> <p>4 Serious discrepancy in the quality of service / facility / security.</p> <p>4 In case of order cancellation, any payments made by the Bank to the bidder would necessarily have to be returned to the Bank with interest @ 15% per annum, further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder. This is after repaying the original amount paid.</p>	<p>The same is not acceptable. HCL should not be held liable to return any payment received by it. Also, in case of termination HCL should have the right to receive the proportionate amount due to it for the services provided till date.</p> <p>HCL shall bear no liability in case of termination of the contract. Penalty can be levied in case of failure to meet the SLAs limited to 5% of the billing amount.</p>	No change in the RFP
16	42	7.15	<p>The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded</p>	We request the department to remove this clause.	No change in the RFP

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17	42	7.15	<p>Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder shall perform a reverse transition mechanism to the Bank or its selected bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / bidder nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of bidders Bank will nominate a Bidder who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services.</p>	<p>Any reverse transition requirement, charges and methodology shall be mutually agreed after notice of termination. Such reverse Transition charges and termination fee shall be paid in advance.</p>	<p>No change in the RFP</p>
18	22	4.2.2	<p>Penalty: Penalty will be calculated based on the reports submitted. Hence reporting (through automated process) shall be done by the bidder as per SLA requirement. Overall cap for penalties will be 10% of the contract value. Thereafter, the contract may be cancelled. The bank also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to the bank.</p>	<p>Overall penalty shall not be more than 5% of the contract value in all scenario.</p>	<p>No change in the RFP</p>

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19	29	6.2.3	6.2.3.5 The Price offer shall be on a fixed price basis and shall include: All taxes, duties and levies of whatsoever nature if any; and Services which are required to be extended by the bidder in accordance with the terms and conditions of the contract. Service Tax and LBT/ Octroi if any will be paid at actual.	Please replace the following clause with the following text: The prices are exclusive of all taxes, duties, levies, VAT, Service Tax, GST, entry tax, octroi and other taxes applicable at the time of billing. Any change in incidence of taxes and new taxes payable due to a change in applicable taxation law (including, without limitation, introduction of Goods & Services Tax (GST)) shall be billed by the Supplier, and paid by the Customer. Further, increase in cost due to any restriction or inadmissibility of credits under the new taxation law or rules (e.g. under GST) or due to change in statutory responsibility to pay tax, shall be passed to the Purchaser from the date of such change.	no change in the RFP
20	30	6.2.4.5	The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the bidder's inability to meet the established delivery dates, that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services or is limited to 10% on the total cost whichever is higher.	Please reduce this limit to 5% of the contract value.	No change in the RFP

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21	36	7.5	<p>7.5 Order cancellationThe Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:4 Unacceptable Delay in providing overall solution including client software installations as per the SLA4 Serious discrepancy in the quality of service / facility / security.4 In case of order cancellation, any payments made by the Bank to the bidder would necessarily have to be returned to the Bank with interest @ 15% per annum, further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder. This is after repaying the original amount paid.</p>	<p>Interest at the rate of 15% is specified in case of cancellation of order.</p>	<p>No change in the RFP</p>
22	38	7.10	<p>7.10 Penalties and delays in Bidder's performance</p> <p>The bidder shall provide uninterrupted services for ensuring implementation and maintenance of the Enterprise Antivirus Solution as per the requirements of this tender. Inability of the bidder to either ensure deliverables as per specifications within defined timelines or to meet the service levels as specified in this RFP shall be treated as breach of contract and would invoke the penalty clause.</p> <p>The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Service level in this RFP. Overall cap for penalties will be 10% of the contract value. Thereafter, the contract may be cancelled. The bank also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to the bank.</p>	<p>Overall penalty shall not be more than 5% of the contract vlaue in all scenario. Since, penalties have been mentioned at more than 1 place for the same cause, it should be clarified that penalty shall not be charged twice for the same cause.</p>	<p>No change in the RFP</p>

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23	39	7.11	7.11 Liquidated DamagesIf the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.	We request the bank to amend the same to 0.5% of down equipment value per week to maximum of 5% of the quarterly billing. Please note that penalty and LD shall not be levied for the same cause.	No change in the RFP
24	General	General	Bidder's right to suspend performance of obligations in case of delay in payment clause	Bidder's right to suspend performance of obligations in case of delay in payment: The Bank shall release the payment due to the Contractor on or before the due date. In the event the bank fails to pay any amount to the vendor on the due date, then and without prejudice to the exercise of any other rights or remedies which may be available to it and without incurring any penalties or liabilities, the vendor shall be entitled to suspend performance of its obligations under the Contract, following written notification to the Bank, until realization of full outstanding amount in respect of the Services actually delivered and rendered and not paid for. In the event of suspension by the vendor of the Contract, the time schedule shall be automatically extended for the actual duration of the suspension and the contractor shall be reimbursed by the Bank for any damage or additional cost incurred as a result of such suspension. In case the period of suspension exceeds two months, the Vendor shall have the right to terminate the Agreement.	not acceptable

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25	15		The bidder will have to understand the current network setup and ensure that optimum bandwidth is utilized during antivirus update, without hampering the working of the branch/ office.	Please let us know typical network connectivity on branches (MPLS, Bandwidth, Leased line, VPN, VSAT etc)	Current network architecture diagram for antivirus update is already provided in the RFP. Further information will be provided to successful bidder.
26	15		For all those machines which are not in the network, including mobile devices, the bidder will have to update those machines, once in 3 months and get sign off from the branch manager. The bidder may have to visit the branch in case of any virus issue on isolated machine.	Please let us know device count of such machines and locations of the same	Around 800 machines across branches/ officers in the Bank.
27	15		The Bank is also procuring Web Filtering Service in this RFP in place of Symantec Web Gateway.	Is bank ready in removing Symantec Web filtering and replacing with other OEM tools?	Yes
28	16		The bidder will communicate with the OEM (Symantec) for any issues which requires support/ solution from OEM. It will be the responsibility of the bidder to get any issue escalated to OEM and get it resolved from OEM within reasonable time as per nature of the problem. The time to resolve the problem cannot be more than 10 working days.	Does Bank have back to back support contract with OEM or SI needs to do the same	SI shall have back-to-back support contract with OEM
29	16		In case of any new version release by the OEM, the bidder will have to install it on all PCs/ Servers including standalone PCs within a period of 4 months from the date of release of the version. Before installing new software, the bidder will have to test the software in test environment and get approval from the Bank on test report.	Please let us know if bank will provide test environment	Bank will provide required equipment.

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30	16		The bidder shall provide complete asset information (inventory) in the format required by the Bank.	Does the asset inventory be limited to assets under scope of Antivirus maintenance?	Yes. Precisely, all machines covered under antivirus client/ server software
31	16		The bidder shall demonstrate the solution architecture to the Bank during technical presentation. Nevertheless, only one client per branch shall communicate with central console/ update provider for taking updates. All other machines within the branch shall get updated from this client called as group update provider (GUP).	Please let us know the working methodology in current setup	Bidder is expected to provide their best possible solution based on the architectural diagram provided.
32	17		In case the Bank adopts to purchase additional Antivirus licenses of different or same OEM, the bidder shall be able to install and maintain those licenses as a part of Antivirus Project.	Please let us know growth rate of such assets	Around 200 clients per year. But count may increase.
33	17		For all those PCs which are not connected in the network (standalone PCs and Laptops provided by the Bank to its employees), the bidder shall ensure that the machines are updated once in three months. Bidder shall maintain list of such machines separately and should obtain sign-off for such machines every quarter from IT officer of respective zone and Head office.	Please let us know device count of such machines and locations of the same	Around 800 machines across branches/ officers in the Bank.
34	17		In case Bank decides to implement Antivirus on ATM machines, the bidder shall effectively rollout the antivirus in ATM machines.	Pl let us know count of machines and locations	Around 2000
35	18		The bidder shall configure the antivirus updates traffic in such a way that it abides by the Bank's Band Width Management Policy. The bidder shall be responsible to generate summary & detail centralized report from AV Server Console (SEPM) showing version, definition updates, scan engine, virus attack/clean history etc.	Pls explain us the current network architecture, config and the banks policy to maintain the same	Architecture diagram already provided in RFP. Further information will be provided by bidder

ALL OTHER TERMS AND CONDITIONS OF THE RFP REMAIN UNCHANGED.