



ODISHA GRAMYA BANK
Information Technology Department
Head Office, Gandamunda, P.O.-Khandagiri, Bhubaneswar

RFP Ref. No. OGB/RFP/ITD/NETWORK/001/2019-20 dated 04th May 2019, Amendment_2 Date: 17-05-2019

AMENDMENT_2: (Re-Tender) RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES

Pre-Bid query and Amendment to RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES (RFP: OGB/RFP/ITD/NETWORK/001/2019-20 dated 04 th May 2019). Pre-Bid Meeting Dated 13 th March 2019					
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1	23	Section 4- Eligibility Criteria	The Bidder should have following four accreditations/ certifications which should be valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 20000 or equivalent C) ISO 27001 or equivalent	Request you to consider the bidder/bidder parent company credentials. For ISO 9000/9001 : Audit has been done successfully and expecting renewed certificate in coming month. So request you to consider old certificate with auditor's letter for audit under progress in case the certificate is expired. Please amend the clause as follow: The Bidder should have following four accreditations/ certifications which should be valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 20000 or equivalent OR ISO 27001 or equivalent	Amendment: The Bidder should have following three accreditations/ certifications which should be valid as on submission date of this RFP. A) ISO 9000 / 9001 B) ISO 20000 or equivalent C) ISO 27001 or equivalent In case of non-availability of certificate with having validity expired, the bidder need to submit the last respective certificate with letter from Auditor stating the audit process status for the respective certificate.
2	33	Penalty Clauses: 2. Delay in delivery of new hardware as part of hardware refreshment:	Penalty Clauses: 2. Delay in delivery of new hardware as part of hardware refreshment: In case of any delay in delivery and go-live of new hardware as part of hardware refreshment under "Section: 2 – Hardware Refreshment" in	No upper limit specified for LD charges. Such open ended clause might result in very high liability. Please have this capped at 5% of contract value max.	Clarification: As per clause, the bidder need to support the EOS hardware till the delivery and go-live of the new hardware free of cost. There is no financial penalty but service penalty will be applied in case of delay in delivery.

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			<p>"Annexure R - Commercial Bid" of this RFP, bidder will be responsible for end to end support for existing End of Support hardware till the delivery and go-live of new hardware.</p> <p>The end to end support of EOS hardware in such case will be free of cost.</p>		
3	32	Network Availability (SLA Network Uptime)	Network Availability (SLA Network Uptime): The table below specifies the end-to-end link uptime matrix along with Mean Time to Resolve (MTTR).	Please confirm this clause is not applicable since we shall not be providing connectivity	<p>Clarification:</p> <p>All SLA applicable within and as per scope of work provided in this RFP</p>
4	33	Penalty for Delay in Transaction	For every percentage or part thereof, for down time over and above last working day of November-2019, 0.001% of the Total project cost for every one day delay will be deducted as penalty for the subsequent payment to the bidder maximum up to 10% of the contract value. Penalty will not be applicable if the reason of delay is due to bank.	Need more clarity on how this will be measured and charged.	<p>Clarification:</p> <p>All SLA and penalty applicable within and as per scope of work provided in this RFP</p>
5	12	3.4 Network Support	All resources at DC, DR should be under bidder's payroll and should not be sub-contracted.	Please cancel the tender clause as in earlier tender version this clause was not included for which we had submitted our tender bid. The scope of th tender is broad with respect to OEM scope on Product Supply & AMC, Network Audit, NMS tool their integration, Continuous enhancement, changes and up-gradation of network infrastructure of bank and deployment of Manpower. Considering the varied scope of work this clause should be deleted.	<p>Amendment:</p> <p>All L3 Engineer at DC and DR should be under bidder's payroll and should not be sub-contracted.</p> <p>The security and network device write access credentials should be available with L3 engineers only.</p>
6	9	2.3 Background	M/s Vodafone Idea Ltd., M/s Bharat Sanchar Nigam Ltd. and M/s Bharati Airtel Ltd. are the existing MPLS service provider of the Bank with redundant backhaul at both DC and DRC. M/s Bharati Airtel Ltd., M/s HCIL Comtel Ltd., M/s Nelco Ltd. and M/s Bharat Sanchar Nigam Ltd. are the existing VSAT service provider of the Bank.	Clarification Require: Is it the companies already supporting your network will be able to participate as there will be conflict of interest clause as they are already providing the Bandwidth and other support and outside companies will have less chance for putting a competitive bid. Request if the existing network company should be debarred from	<p>Clarification:</p> <p>The listed companies are bank's network service provider for connectivity to the branches. The scope of work of this RFP do not cover providing connectivity to the branches. Scope of work of this RFP do not have any relevance in existing roles of the network service provider with bank.</p>

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				participation. Moreover Bidder are sharing the Past experience for Managing larger projects then the existing one, which is Justified,	So, existing network connectivity provider will not be debarred to participate in this RFP.
7	11	2.4 Responsibilities of the Successful Bidder	2. The period of the contract will be 3 years from the completion of Transition period, subject to mutually agreed terms and conditions. There will be a Transition period of 3 months from the effective date mentioned in the PO to take over the support of in-scope applications from the existing vendors. The Contract Period of 3 years will start after the Transition period. The Bidder is required to provide Facility Management support for all the in-scope applications and infrastructure throughout the tenure of the contract without any extra cost to Bank as mentioned in Section 3.	Please amend the contract period for 3 Year and 3 Months for commencement of services or Please share the appropriate scope for Transition period to address the tender requirement from Bidder side.	No Amendment
8	10	3.1 Scope of work for bidder:	The scope of work for the Bidder would include but not limited to maintain and support of the network infrastructure of DC, DR, configuration of Regional Offices, branches and Head Office, support & maintenance of Network hardware / devices, network tools and providing L1 & L3 resource at DC, one L1 resource at both DR and Head Office for the tenure of the contract	Please Clarify as per Tender FMS support is for L1 at HO, L3 at DC, DR and L2 for DC;	Amendment: The scope of work for the Bidder would include but not limited to maintain and support of the network infrastructure of DC, DR, configuration of Regional Offices, branches and Head Office, support & maintenance of Network hardware / devices, network tools and providing L2 & L3 resource at DC, one L3 resource at DR and one L1 resource at Head Office for the tenure of the contract
9	11	3.1 Scope of work for bidder:	Monitoring and Management shall be done on 24x7 basis for DC and DR during bank business activity and post business activity for all working and non-working days of bank. At least one Network Engineer should be physically present at DC and DR between 8 AM and 8PM during all working days and 10am to 7pm during non-working days. For any kind of network issue at DC or DR from 8PM to 8AM, L3 network engineer should extend either physical or remote network support to resolve the network issue at DC and DR.	Please Clarify as tender had consider Physical present of Engineer for Working days for 12 Hours towards Monitoring and Management with current shift duration of 8 Hours we have to include 02 Manpower along with 10am to 7pm non working days. We have organisation responsibility and non working days are Holiday so request you to please extend the monitoring to taking remote for non working days. Quoting for the require FMS scope will escalate the price.	No Amendment

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10	18	3.13 Help Desk and Tools	The Original Supplier of Tools proposed should have minimum of CMMI Level 3 or higher for development of software. Bidder should submit relevant reference document of Original Supplier of the Tools in this regards.	For NMS Help Desk Tools ,Please change CMMI Level 3 or higher for development of software as it is applicabe for Company Not Tools;For NMS tools it can be "The proposed Helpdesk tool should be Pink elephant certified on at least 3 ITIL processes"	Amendment: The Original Supplier of Tools proposed should have minimum of CMMI Level 3 or higher for development of software or should have required level of ITSM certificates. Bidder should submit relevant reference document of Original Supplier of the Tools in this regards.
11	21	4.1 Eligibility Criteria	The Bidder should have their own & independent full-fledged Security Team manned by skilled & network security engineer, for efficient remote monitoring, diagnosis and vulnerability identification and avoidance.	Please clarify and share Format for self declaration	No Amendment
12	21	4.1 Eligibility Criteria	Must have experience in network integration and support of other surround applications that the Bank has currently implemented like ATM, NEFT/RTGS, FI gateway solution, e-KYC, APBS, PFMS, IMPS, SMS Gateway with Core banking environment in India.		No Amendment
13	21	5.9 Earnest Money Deposit (EMD)	As the tender is cancel;Please shared the Teder Fees of 20000+3600 alongwith and BG in the form of EMD for 2000000/-	Please clarify if we can give an validity extension letter on the submitting BG to adress the tender requirement	Amendment: Bidder participated in first bidding process with RFP ref# OGB/RFP/ITD/NETWORK/005/2018-19 dated 08th March 2019, need not submit bid cost along with this RFP # OGB/RFP/ITD/NETWORK/001/2019-20 dated 04th May 2019. First time bidder for RFP# OGB/RFP/ITD/NETWORK/001/2019-20 dated 04th May 2019, need to submit bid cost of Rs.20,000/- + GST Rs.3,600/- in form of Demand Draft along with the bid documents.
14	31	8.3 Transition period or Handover / Takeover	The Network Engineer engaged during Transition period must be engaged during contract period and should not be changed before 31st December 2020	Please delete the Clause as contuinity of Engineer cannot be assure and we don't have employment Bonding Policy	No Amendment For security and integrity of bank's network, this clause is necessary.
15	34	8.12 Payment Terms:	The payment against new hardware as per "Section: 2 – Hardware Refreshment" in "Annexure R - Commercial Bid" will be released on following process. 1. 90% of the Hardware Cost after delivery, installation and configuration of new hardware as per existing network architecture and configuration.	Please Amend the Payment Term as 80% on Delivery;10% on Installation and rest 10% after Submission of PBG	No Amendment

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			2. 10% of the hardware cost after submission of PBG as per clause 8.5.		
16	34	8.12 Payment Terms:	2 Recurring Payments The payment against recurring services, network engineers, AMC, ATS, and Subscription will be released as quarterly advance if and only if, Service provider submits Performance Guarantee as per Clause 8.5 after deduction of penalties as defined in Clause 8.10. Else, the Recurring payment will be paid as Quarterly Arrear after deduction of penalties as defined in Clause 8.10.	Please Make the Payment for Recurring atleast Start of the Quarter and if possible please include Subscription of License category for Payment term of 80% on delivery and ;10% on Installation and rest 10% after Submission of PBG	No Amendment
17	12	3.3 Network Security.	RFP : Bidder should do annual internal audit of network to identify security vulnerability and resolve the same.	Query: Requesting to clarify, what is the scope of the Internal Audit and what type of audit bank is looking for from bidder (i.e. ISO 27001 etc. or anything else.)	No Amendment
18	11	3.1 Scope of work for bidder:	RFP: Bank will do VAPT and other audits related to network by engaging third party auditors once in a year. The bidder to cooperate and extend full support to the third-party auditor. The selected bidder should extend all support and reports to Bank assigned SOC and Auditor as an when required. Bidder should factor the cost of any tools required for VAPT and security audit.	Query: As per the RFP term Bank will perform audit with Third-party auditors but also asked bidders to factor cost of Audit tools. Please Clarify whether the VAPT tools will be provided by Bank or bidder has to provide. Please confirm, these tools will be used for Internal Audit or external Audit?	Clarification: Independent VAPT tools are not required as per scope of this RFP. However, bidder may use their own VAPT license as an when required by the bidder to identify security issues.
19	55	10	The Bidder should have following four accreditations/ certifications which should be valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 20000 or equivalent C) ISO 27001 or equivalent	Request you to amend the clause as "The Bidder should have following four accreditations/ certifications which should be valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 20000 or equivalent C) ISO 27001 or equivalent D) CMM Level-3 The change is required, since the bidder is required to manage a network devices for core banking applications. (RTGS, NEFT, etc)	Amendment: The Bidder should have following three accreditations/ certifications which should be valid as on submission date of this RFP. A) ISO 9000 / 9001 B) ISO 20000 or equivalent C) ISO 27001 or equivalent In case of non-availability of certificate with having validity expired, the bidder need to submit the last respective certificate with letter from Auditor stating the audit process status for the respective certificate.

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20	70	Section 2, Table 1	Hardware Refreshment	Request you to kindly propose the OEM/Minimum specification for hardware refreshment, since firewalls are one and many and may have vast commercial and technical implication.	Clarification: Bidder needs to provide the new hardware having same or higher specification than the replaced EOS/EOL hardware.
21	35	8.16 Indemnity	The bidder shall indemnify, protect and save OGB and hold OGB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify OGB, provided OGB promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.	The bidder shall indemnify, protect and save OGB and hold OGB harmless from and against actual, proven and direct claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or due to gross negligence or wilful misconduct of the bidder and its employees and representatives, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission due to gross negligence and/or wilful misconduct of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty. Indemnity shall exclude indirect, consequential and incidental damages and compensation.	No Amendment
22			The selected Bidder will be liable for all the deliverables. The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual	The selected Bidder will be liable for all the deliverables. The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/purchase order.	No Amendment

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			<p>and limited to the value of the contract/purchase order.</p> <p>The Bidder's liability in case of claims against OGB resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p>	<p>The Bidder's liability in case of claims against OGB resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>Neither party shall be liable to the other party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising. The limitations set forth in this section shall apply even if any other remedies fail of their essential purpose</p>	
23	Page-75	Article-12, Term	<p>This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of three (3) years after the termination of this Agreement.</p>	<p>This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding for a period of three (3) years after the termination of this Agreement.</p>	No Amendment