SBI

CORRIGENDUM TO REQUEST FOR PROPOSAL FOR

PROCUREMENT, IMPLEMENTATION AND MAINTENANCE OF ENTERPRISE BULK EMAIL SOLUTION

CORRIGENDUM NO. 1
To RFP No.
SBI/GITC/Platform Engineering-I/2020/2021/719
dated 25.09.2020

PLATFORM ENGINEERING-1 DEPARTMENT,
STATE BANK GLOBAL IT CENTRE,
'A' WING, GROUND FLOOR,
SECTOR-11, CBD BELAPUR,
NAVI MUMBAI-400614 (MAHARASHTRA)

Schedule of Events

Sr. No.	RFP Page No. / Point No.	Original Schedule	Revised Schedule
1	2 / 5 Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	By 17th October 2020	By 21st October 2020
2	2/6 Last date and time for Bid submission	Up to 04:00 pm on 21st October 2020	Up to 04:00 pm on 31st October 2020
3	2 /8 Date and Time of opening of Technical Bids	04:30 pm on 21st October 2020	04:30 pm on 31st October 2020
4	3/12 Earnest Money Deposit	Rs. 25,00,00,000/-	Rs. 25,00,000/- (Rs. Twenty-Five Lakh Only.)

Main RFP Document

Sr. No.	RFP Page No. / Point No. /	Original Clause	Revised Clause
1.	25 / 31: Limitation of Liability	i. The maximum aggregate liability of Service Provider, subject to clause *31 (iii)*, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost. ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit,	i. The maximum aggregate liability of Service Provider, subject to clause 31 (iii) in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total amount payable to the Service Provider in the twelve months period immediately preceding the event giving rise to such claims as on the date on which the claim so arises or equivalent to amount of BG submitted by Service Provider for performance security, whichever is greater."

		loss of business or revenue.
		
		iii. The limitations set forth herein shall not apply with respect to:
		
		  (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
		  (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
		  (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
		  (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.
			ii. No change in other sub-clauses of RFP and SLA under limitation of liabilities.

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		For the purpose of clause *31(iii)(b)* **"Gross Negligence" means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith. **"Willful Misconduct" means** any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the	

		other party, but shall not include any error of judgment or mistake made in good faith.	
2	53/ (A) - 3 Technical Specifications	The solution should have capability of 'Payload Encryption' - Mandatory	The solution should have capability of 'Payload Encryption' – Non-mandatory
3	62/4 Appendix E Scope of Work	4. Service Provider should deploy appropriate manpower in SBI premises for managing/monitoring the on-premises and cloud Infrastructure.	4. Service Provider should deploy appropriate manpower (minimum 10 resources) in SBI premises for managing/monitoring the on-premises and cloud Infrastructure.
4	67-69 Appendix F	Indicative Price Bid	Indicative Price Bid (Revised indicative Price Bid attached)
5	75- Appendix–I	Penalties	Penalties (Revised Appendix-I attached)

Appendix-F

Indicative Price Bid

The indicative Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency**.**

Name of the Bidder: _____

Sr. No.	Item	No. of emails /No of Resources	Rate per email / Per resource etc. (as applicable)	Total Amount in Rupees	Proportion to Total Cost (in percentage) #
1.	Indicative cost for approximately 9,125 crore emails over the period of 5 years				
2	One Time Cost - Installation/ Commissioning of hardware and software (for on-premises setup) on OPEX model for 5 years				
3.	Operations and Maintenance Costs (Quarterly Expenses for 5 years of contract after "Go-Live" – Minimum 10 resources) Onsite support (i) 24x7x365				
4.	Training				
5.	Any Other item				
	Total* (TCO)				

* This will be the Total Cost of Ownership (TCO) / **Total Project Cost** and should be quoted in the reverse auction.

Note: -

1. The above-mentioned indicative cost for MAIL solution should include all the deliverables and scope of work mentioned in this RFP.
2. The estimation of 9,125 crore emails over the period of five years as mentioned in the indicative commercial bid, is an approximate number based on our estimates. This will be used only for evaluating the commercial bids.
3. Payment shall be made to the finally selected bidder on the actual no. of mails delivered successfully, as per unit MAIL cost calculated on pro-rata basis.
4. L1 price will be decided by the **Total Project Cost (TCO from above table)** at the end of online reverse auction.
5. During online reverse auction, the bidder with lowest quote will be declared as L1 bidder.

The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

* This will be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted in the reverse auction.

Breakup of Taxes and Duties

Sr. No.	Name of activity/Services	Tax 1	Tax 2	Tax 3
		Mention Name of Tax		
		GST%		
1.				
2.				
3.				
Grand Total				

Name & Signature of authorised signatory
Seal of Company

Illustration

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost 'G' (in %age) of indicative price bid	Final Price (INR) in reverse auction	Minimum final price should not be below (INR)	Maximum final price should not exceed (INR)
A	*B*	*C*	*D**	*E* *(95% of D)*	*F* *(95% of D)*
Item 1	25	13.16	9.87	9.38	10.36
Item 2	50	26.32	19.74	18.75	20.72
Item 3	75	39.47	29.60	28.13	31.09
Item 4	40	21.05	15.79	15.00	16.58
Grand Total (1 + 2 + 3 + 4)= G	**190**	**100**	**75**		

* Ideal final price breakup based on final price of INR 75 quoted in the reverse auction.

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<div align="right">**Appendix–I**</div>

PENALTIES

1. The emails sent by the Bank will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the emails pushed by the Bank shall attract penalty as follows:

For Time-bound Emails (for e.g. - Transactional Emails / OTP Emails / Email Alerts / Critical Application Alerts / etc.):-

Sr. No	Delay duration (Above Permitted time to deliver email*)	Penalty
1	Up to 1 minutes	1 % of the bill for emails for the Quarter
2	Up to 3 minutes	3 % of the bill for emails for the Quarter
3	Over 3 minutes	5 % of the bill for emails for the Quarter

* Permitted time for delivery (as mentioned on the page no. 64 of RFP) – 1 Minute

For Promotional / Campaign Emails / Informational Emails:-

Sr. No	Number of emails not delivered within the permitted time #)	Penalty
1	0-1000	1 % of the bill for emails for the Quarter
2	1001-10000	3 % of the bill for emails for the Quarter
3	10001 and above	5 % of the bill for emails for the Quarter

 # Permitted time for delivery (as mentioned on the page no. 64 of RFP) – 1 Hour

2. **Penalty for non-availability of the solution (Non-planned Downtime for per incident):-**

The bidder shall ensure that the entire solution is available to the BANK in proper working condition viz. uptime of 99.99% of the time on a 24 x7x365 basis.

Sr. No	Period of delay	Penalty amount
1	Below 99.99% & up to 98%	1% of bills for Emails for the preceding 12 months
2	Below 98% & up to 97%	2 % of bills for Emails for the preceding 12 months
3	Below 97% & up to 96%	3 % of bills for Emails for the preceding 12 months
4	Below 96%	4 % of bills for Emails for the preceding 12 months

For purpose of calculating penalty, uptime is calculated as under:

$$\text{Uptime (\%)} = \frac{\text{Sum of total hours during month - Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$$

Total hours during the month = No. of working days x 24 hours

3. **Penalty for non-availability of the required manpower for satisfactory functioning of Help Desk:-**

Sr. No	Penalty per day
1	5% of the service desk billing for the month

4. **Penalty for delay in implementation of solution:-**

In case bidder is not able to integrate the solution within stipulated period of 8 weeks from the date of Purchase Order, a penalty of Rs.5,000/- per day subject to a maximum of Rs.10,00,000 (Rupees Ten Lakh Only) will be imposed.

5. **Penalty for Data breach:-**

In case of Data breach, the service provider will be liable for a penalty of 1% of the total project cost for every incident of data breach. This will be subject to maximum of 3 breaches, after which the Bank may terminate the contract as per the termination clause given in the agreement.

- Bank's data kept on service provider's cloud needs to be advised to the Bank (Which includes metadata).
- The data should never leave geographical boundaries of India.
- Any data breach must be reported immediately to the Bank by service provider.
- The data residing at the service provider's cloud should not be used for any other purpose than providing the services to the Bank (SBI).
- If data is shared with the regulators and legal authorities, it needs to be advised immediately to the Bank.

Note:- The penalty calculated as above will either be adjusted with the payments or will be separately realized from the bidder.

Service Level Agreement

Sr. No.	RFP Page No. / Point No. /	Original Clause	Revised Clause
1	93/8 Appendix-J	8. TRANSITION REQUIREMENT In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in	8. TRANSITION REQUIREMENT In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable

		this Agreement. If existing Service Provider is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs._____ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure F.	to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is found to be in breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure F.
2	**94/9 Appendix-J**	9. LIQUIDATED DAMAGES If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to _ % of total Project cost for delay of each week or part thereof maximum up to _ % of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	9. LIQUIDATED DAMAGES If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5 % of total Project cost for delay of each week or part thereof maximum up to 5 % of total Project cost. Once the maximum deduction is reached, the Bank may consider

			termination of the Agreement.
3	105 / 20 /20.1	**20. LIMITATION OF LIABILITY** 20.1 The maximum aggregate liability of Service Provider, subject to clause 20.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.	**20. LIMITATION OF LIABILITY** 20.1. The maximum aggregate liability of Service Provider, subject to clause 31 (iii) in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total amount payable to the Service Provider in the twelve months period immediately preceding the event giving rise to such claims as on the date on which the claim so arises or equivalent to amount of BG submitted by Service Provider for performance security, whichever is greater." No change in other sub-clauses of RFP and SLA under limitation of liabilities.
4	110 / 3 **Scope of Work**	3. Service Provider should deploy appropriate manpower in SBI premises for managing/monitoring the on-premises and cloud Infrastructure.	3. Service Provider should deploy appropriate manpower (minimum 10 resources) in SBI premises for managing/monitoring the on-premises and cloud Infrastructure.
5	116 Annexure E	**ANNEXURE-E**	**ANNEXURE-E** Revised as per Appendix I of the RFP Document

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