

**Addendum-I to RFP for
Annual maintenance contract (AMC) of existing high
Definition Video conferencing equipments &
Procurement of video firewall**



Allahabad Bank

RFP Ref. No: HO/DIT/VC/AMC/2018-19/113 dated 10.09.2018

ADDENDUM -I

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RFP: Annual maintenance contract (AMC) of existing high Definition Video conferencing equipments & Procurement of video firewall

Introduction

Bank has floated the RFP ref no: HO/DIT/VC/AMC/2018-19/113 dated 10.09.2018 for "Annual maintenance contract (AMC) of existing high Definition Video conferencing equipments & Procurement of video firewall".

As per the terms of the RFP, a pre-bid meeting was held on 14th September, 2018, which was attended by representatives of prospective bidders.

In response to the queries received from prospective bidders, addendum dated **28.09.2018** containing clarifications to the queries & amendments to the RFP document is issued herewith.

Amendments to the RFP (Including Additions/Modifications/Deletions):-

1. Revised Bid-Submission Schedule:

In view of the Addendum I, the time schedule for Bid-Submission is being revised as under:

Last Date & Time of Sale of RFP	12.10.2018; 10:30 Hrs IST
Last Date & Time of Submission of Bid	12.10.2018; 11:30 Hrs IST
Date & Timing of Opening of Technical Bids	12.10.2018; 01:00 Hrs IST

Amendments to the RFP (Including Additions/Modifications/Deletions):-

Sr. No.	Section Number; Page Number; Point Number	RFP Clause	Amended/Deleted/ Added Clause
1	NA	Exemptions with respect to MSME	The following clause is added to the RFP. The exemptions allowed to MSMEs as per Government Guidelines are applicable to the Tender. However to avail exemptions, the bidder has to submit all the necessary documents in its Technical Bid.

2	Page-70 Annexure-18 Non-Disclosure Agreement	M/s has been engaged in the business of setting up & maintaining call centre infrastructure & service for Allahabad bank in complete outsourced model.	The Clause should be read as: M/s has been engaged in the business of "Annual maintenance contract (AMC) of existing high Definition Video conferencing equipments & Procurement of video firewall".
3	Page-22 5. Performance Security Clause-a	Within Ten (10) days after the bidders receipt of 'Notification of Award Contract'/Purchase Order, The vendor (on whom 'Notification of Award Contract'/Purchase Order will be placed) by the Bank, will be required to furnish Performance Security to the Bank for an amount of 10% of the order value of the equipment valid up to 60(Sixty) days after the date of completion of Two (02) years of TCO period as per terms of the RFP for punctual performance and fulfillment of contract.	The Clause should be read as: Within Ten (10) days after the bidders receipt of 'Notification of Award Contract'/Purchase Order, The vendor (on whom 'Notification of Award Contract'/Purchase Order will be placed) by the Bank, will be required to furnish Performance Security to the Bank for an amount of 20% of the order value valid up to 60(Sixty) days after the date of completion of Two (02) years of TCO period as per terms of the RFP for punctual performance and fulfillment of contract.

2. Clarifications to Pre-Bid Queries:

Sr. No.	Page No	Section Number; Page Number; Point Number	RFP Clause	Bidder's Query / Suggestion	Bank's Response
1	Page no-9	2. Eligibility of bidders	Original Equipment manufacturer (OEM) vendor should have a valid ISO 9001:2000 Quality Certificate.	Bidder/ OEM should have ISO 9001:2000 Quality Certificate.	No changes –RFP stands. Explanation: Original Equipment Manufacturer (OEM) should have valid ISO 9001:2000 Quality Certificate.
2	Page no-9	2. Eligibility of bidders	The Bidder should be ISO 27001: 2013 complied	Bidder/ OEM should be ISO 27001: 2013 complied.	No changes –RFP stands. Explanation: Participating bidder should be ISO 27001:2013 Complied.
3	Page no-9	14.5 Payment Of Annual Maintenance Charges	Site-wise quarterly maintenance and repair cost for the existing Video Conferencing equipment shall be paid by Head Office of the Bank, who have placed the purchase order, in advance, at the agreed rates, subject to satisfactory services rendered during the previous quarter of warranty/maintenance and on submission necessary papers for AMC agreement & Preventive Maintenance Report to the concerned office.	Quarterly Advance	No changes –RFP stands.
4	Page no-54	Annexure- 13 Section-3.1 c	The company shall provide repair and maintenance service in response to oral, including telephone notice by Bank within 12hours (not including holidays) after such intimation during the hours set forth in clause 3.1 (a) above.	It is difficult to track repair and maintenance service based on verbal communication. To perform the repair and maintenance service, sited must be ready for our service personnel and at least a mail communication is requested regarding availability of site and faults.	The clause should be read as : The company shall provide repair and maintenance service in response to oral/mail,including telephone notice by Bank within 24 hours (not including holidays) after such intimation during

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					the hours set forth in clause 3.1 (a) above.
5	Page no-54	Annexure- 13 Section-3.1 d	The company shall ensure that faults and failures intimated by Bank as above are set right within 12 hours of intimation failing which the equipment concerned will immediately be replaced with equivalent affectability / capability for which no additional expenses are payable to the company.	There are some remote locations where replacing materials within 12 hours of receiving notice is difficult as transportation of equipment via major city may take two or three days.	The clause should be read as: The company shall ensure that faults and failures intimated by Bank as above are set right within 24 hours of intimation failing which the equipment concerned will immediately be replaced with equivalent affectability / capability for which no additional expenses are payable to the company.
6	Page no-55	Annexure- 13 Section-7 Subcontracting	The company will not subcontract or delegate or permit anyone other than the company personnel to perform any of the work, service or other performance required of the company under this agreement without the prior written consent of the Bank.	It will be difficult to depute payroll engineer for all the service calls and specially in urban and remote areas because of the availability of them. Therefore we would request to allow us to depute offrole technicians/ authorized service partners of our organization on a few service calls.	No changes-RFP Stands.
7	Page no-59	Annexure- 14 Terms & Conditions of the Online Reverse Auction Definitions	SERVICE PROVIDER: "Antares Systems Ltd" is an e-auction service provider appointed by the Allahabad Bank to facilitate virtual auction. "Antares Systems Ltd" will only facilitate online auction solution to process Allahabad bank's procurement needs and are considered as third party not particularly interested in the item/s being purchased/sold on behalf of Allahabad	Shall the agency appointed by Allahabad Bank provide unique user id and password for reverse auction or we need to create these with the assistance of agency?	No Changes-RFP Stands.

Sr. No.	Page No	Section Number; Page Number; Point Number	RFP Clause	Bidder's Query / Suggestion	Bank's Response
			Bank.		
8	Page no-25	12. WARRANTY AND POST-WARRANTY MAINTENANCE: 12.2 Warranty	This warranty shall remain valid for a period of 36 months after the Goods have been delivered to and accepted at the final destination after proper installation and commissioning. Any deviation to the warranty period mentioned above may be liable for rejection of bid.	Please clarify if it is to be 24 months or 36 months.	The Clause should be read as: This warranty shall remain valid for a period of 24 months after the Goods have been delivered to and accepted at the final destination after proper installation and commissioning. Any deviation to the warranty period mentioned above may be liable for rejection of bid.
9	Page no-27	15 Prices 15.2	Prices shall be expressed in Indian Rupees Only. The cost will not depend on any variation in dollar exchange rate/change in tax structure.	Tax/GST is statutory & we are bound to charge on actual. Request to make it ACTUAL basis considering the contract period of 2 years.	The clause should be read as: Prices shall be expressed in Indian Rupees Only. The cost will not depend on any variation in dollar exchange rate. Taxes will be paid on actual basis.
10	Page no-26	14 Terms of Payment 14.2	Payments shall be made promptly by the Bank but in no case later than sixty (60) days of submission of an invoice/claim supported by all required documents by the Vendor.	Considering the nature of payment term, 60 days is too long. Request you to make it 30 days. Please note that we need to pay our vendor 100% in one go.	The clause should be read as: Payments shall be made promptly by the Bank but not later than Thirty (30) days of submission of an invoice/claim supported by all required documents/sign-off by the Vendor.
11	Page no-26	13 Penalty 13.1	The maximum permissible downtime for any equipment is 12 hours. In case an item is not usable beyond the maximum permissible downtime, the Vendor will be required to arrange for an immediate replacement of the same by	<ul style="list-style-type: none"> Request you to change it with 12 working/ business hours. Request you to change it with 1000 per day per item. This is 2 years contract so max penalty should be 2 years instead of 1 year mentioned in RFP. Request you to change max capping of penalty up to 5 % instead of 10%. 	The clause should be read as: The maximum permissible downtime for any equipment is 24 hours. In case an item is not usable beyond the maximum permissible

Sr. No.	Page No	Section Number; Page Number; Point Number	RFP Clause	Bidder's Query / Suggestion	Bank's Response
			<p>temporary substitute (of equivalent or higher configuration) till it is repaired. Failure to meet the above standards of maintenance will be liable for a penalty of Rs.2000/- for Video Conferencing equipments per day per item. The amount of penalty in a year for particular item will be maximum up to 10% of the order value of that item. The amount of penalty will be recovered from maintenance charges payable for subsequent year/previous payments /forthcoming payments /Performance Bank Guarantee held with the Bank.</p>		<p>downtime, the Vendor will be required to arrange for an immediate replacement of the same by temporary substitute (of equivalent or higher configuration) till it is repaired. Failure to meet the above standards of maintenance will be liable for a penalty of Rs.2000/- for Video Conferencing equipments per day per item. The amount of penalty in Two year for particular item will be maximum up to 10% of the order value of that item. The amount of penalty will be recovered from maintenance charges payable for subsequent quarter/previous payments / forthcoming payments / Performance Bank Guarantee held with the Bank.</p>
12	Page no-54	Annexure- 13 2. Charges	<p>The AMC charges shall be made promptly by the Bank within one month, from the date to which it relates, subject to the company's satisfactory report(s) from the end users and realizing the invoice.</p>	<p>Contradictory to the above clause. However request you to replace timeline mentioned above with this timeline.</p>	<p>No Changes-RFP Stands. Please refer to Sr. no 10 of "Clarification to Pre-Bid Queries".</p>
13	Page no-30	27 Order Cancellation 27.2	<p>Serious discrepancy in hardware noticed during the pre-dispatch inspection, if any.</p>	<p>Hope there is no pre-dispatch clause as this is not applicable for the appliance desired in this RFP. Please confirm.</p>	<p>No Changes-RFP stands.</p>
14	Page no-31	Schedule of Requirement	<p>The destination at which the deliveries are expected shall be</p>	<p>Request you to confirm the exact delivery location.</p>	<p>No Changes-RFP Stands.</p>

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		2. Destinations Of Delivery	informed to the bidder along with PO. The Bank reserves the right at its discretion to add new destination, delete any destination or replace any destination with new destination.		Details will be shared with the successful bidder.
15	Page no-31	Section- IV Schedule of Requirements	The bidder has to submit proof/certificate for back-to-Back warranty / support for all the Video Conferencing equipments (existing / proposed) for this tender.	For the AMC, we may go for year on year renewal on OEM as a standard practice for multiyear AMC. This is more critical especially one sided order cancellation clause mentioned in the RFP. We will share yearly support certificate.	NO Changes-RFP stands.
16	Page no-31	Section- IV Schedule of Requirements	On completion of Preventive Maintenance (PM), vendor has to submit quarterly "Preventive Maintenance (PM)" certificate/report of each and every location duly signed by the vendor and competent Bank official to the designated office of the Bank.	Considering the spread of locations, request you to consider PM report/ certificate centrally from HO. Based on our industry experience, PM report/ certificate by each and every location create delay in most of the time due to many unseen & unpredictable circumstances. That makes delay in invoice submission and subsequently the payment.	No Changes-RFP stands.
17	Page no-53	Annexure- 13 Standard AMC Agreement	This agreement is effective and valid for an initial period of one year from ----- to ----- it shall however be renewable every year, for a minimum period of Two years (or as finalized under the terms of contract/PO referred to above).	If we get the contract, we will submit PBG on revolving basis. This means initially the PBG will be valid for 1 year (+60 days) and the same will be renewed for the next year in time to cover complete 2 years AMC period. Please note that we have done it at several AMC cases from Govt/ PSU.	Bidder may submit necessary PBG (20% of the contract value) on revolving basis with validity of for 1 year (+60 days) and the same will be renewed for the next year in time(well before beginning of 2 nd year) to cover complete 2 years AMC period.
18	Page no-53	5a. Performance security	Within Ten (10) days after the bidders receipt of 'Notification of Award Contract'/Purchase Order, The vendor (on whom 'Notification of Award Contract'/ Purchase Order will be placed) by the Bank, will be required to furnish	<ul style="list-style-type: none"> If we get the contract, we will submit PBG on revolving basis. This means initially the PBG will be valid for 1 year (+60 days) and the same will be renewed for the next year in time to cover complete 2 years AMC period. Please note that we have done it at several AMC cases from Govt/ PSU. 	NO Changes-RFP Stands.

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			Performance Security to the Bank for an amount of 10% of the order value of the equipment valid up to 60(Sixty) days after the date of completion of Two (02) years of TCO period as per terms of the RFP for punctual performance and fulfillment of contract.	<ul style="list-style-type: none"> We also feel that the product & AMC, start dates will be different for respective warranty & maintenance. So if you are looking at the single PBG, 	
19	NA	NA	NA	Consider to exempt from Turnover requirement clause	Bidder may submit the bid along with the necessary valid documents in support of turnover exemption.

Meeting or elsewhere, for change i.e. addition/modification/deletion in the existing clauses of RFP, the **Bank's response is 'No Changes-RFP Stands'**.

All other terms and conditions of the RFP remain unchanged. Please treat this Addendum as an integral part of the RFP under reference. No further queries pertaining to this Addendum will be entertained. Amendment incorporated through this addendum will override the concerned RFP clause/terms & condition issued earlier.

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