

Corrigendum-2 to GeM Bid ref: GEM/2024/B/4917620 dated 13/05/2024 for Selection Vendor for End-to-End Implementation of Comprehensive Offsite Transaction Monitoring (OTM) Solution for a period of 5 years.

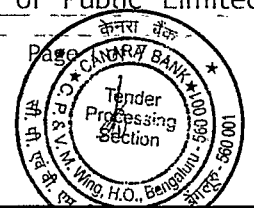
It is decided to amend the following in respect of the above RFP:

a. GeM bid document (Bid End date/ Bid Opening Date, Page no. 1 of 7):

Description	Existing details	Amended details
Bid End Date/Time	11/06/2024, 15:00:00	<u>19/06/2024, 15:00:00</u>
Bid opening Date/Time	11/06/2024, 15:30:00	<u>19/06/2024, 15:30:00</u>

b.

Sl No	Section/Annexure/Appendix of GeM Bid	Clause No.	Existing Clause	Amended Clause
1.	Section C - Deliverable and Service Level Agreements	8. Payment Terms	Existing Payment Terms	<u>Amended Payment Terms attached to this corrigendum</u>
2.	Annexure-2	Pre-Qualification Criteria	<p>The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.</p> <p>Documents to be submitted:</p> <p>Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.</p>	<p>The Bidder should be a <u>Proprietorship firm duly registered under the applicable shops and commercial Establishments Act and should be compliant to all the applicable laws</u> or partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.</p> <p><u>Documents to be submitted:</u></p> <p><u>Copy of registration certificate under the applicable shops and commercial Establishments Act</u> (OR) Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited</p>

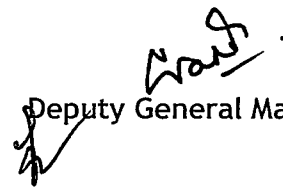


				Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. (OR) Copy of Certificate of registration under and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.
3.	Section C - Deliverable and Service Level Agreements	New Clause	New Clause	19. Alert Generation Batch Job attached to this Corrigendum
4.	Section C - Deliverable and Service Level Agreements	7. Penalties/Liquidated damages	Existing Penalties/Liquidated damages	Amended Penalties/Liquidated damages attached to this corrigendum

All the other instructions and terms & conditions of the above RFP shall remain unchanged.

Please take note of the above amendments while submitting your response to the subject RFP.

Date: 11/06/2024
Place: Bengaluru


Deputy General Manager



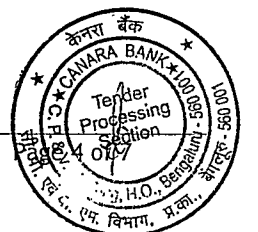
8. Amended Payment Terms

8.1. The payment schedule will be as under and will release after execution of contract agreement:

Sl. No.	Payment Stages	% of Payment	Condition/Remarks
1.	Hardware cost (including OS)	70%	On delivery of Hardware and required Software items for the setup of infrastructure for the proposed solution and on submission of Invoice and Acceptance/Sign off by the Bank and on production of relevant documents.
		20%	On successful go-live of the proposed solution and on submission of Invoice and Acceptance/Sign off by the Bank and on production of relevant documents.
		10%	On completion of warranty or on submission of BG for the equivalent amount.
2.	<u>Enterprise License cost per year</u>	100%	<u>100% After complete delivery of license and on production of relevant documents like delivery signoff and invoice with product serial number of the items supplied duly approved by the Bank Officials while claiming the payment.</u>
3.	One time implementation cost	30%	On successful implementation in UAT and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents.
		55%	On successful implementation in DC, DR and go-live and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents.
		10%	On successful completion of DR Drill and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents.
		5%	On successful implementation of AI/ML and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents.
4.	AMC/ATS		Payment will be made Quarterly in arrears after deducting applicable penalties and Liquidated damages.
5.	Additional requirements/ additional customization/ enhancement		100% payment will be released after Successful Go Live and on production of relevant documents.
6.	Dedicated Onsite Resources		Payment will be monthly in arrears after deducting applicable penalties and Liquidated damages.

19. Alert Generation Batch Job

- 19.1. The solution should ensure that, the OTM DAILY batch job (each day) completes the generation of all alerts, as per the defined scenarios, within a maximum of Three (03) hours from the time, the bank handovers the required transaction data to process.
- 19.2. The solution should be able to handle the peak data volumes and system loads without exceeding the stipulated completion window.
- 19.3. The Vendor should notify relevant stakeholders immediately if it becomes apparent that the job cannot be completed within the stipulated timeframe.
- 19.4. The vendor should provide detailed logs, Dashboards or reports that display job status, estimated completion times, and any potential issues.
- 19.5. Performance tuning and optimization practices are implemented to adhere to the stipulated completion window.
- 19.6. The Solution should be capable of scaling, both horizontal and vertical, to handle increased workloads while maintaining the stipulated completion requirement.





6. Penalties/Liquidated Damages

6.1 Penalties/Liquidated damages for delay in Delivery, Installation, Integration, Implementation, Go-Live of Solution and Implementation of AI/ML would be as under:

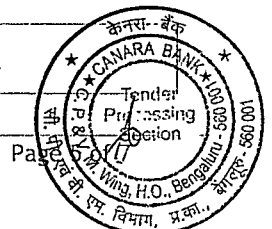
- 6.1.1 Non-compliance of the delivery of Hardware & Other items (including OS) as per clause 1.3.2 will result in imposing penalty of 0.50% of the total cost mentioned in Table-A on delay in delivery per week or part thereof by the Bank.
- 6.1.2 Non-compliance of the Installation, Integration and Commissioning of Hardware & Other Items (including OS) at each ordered locations as per clause 1.3.3 will result in imposing penalty of 0.50% of the total cost mentioned in Table-A on delay in installation per week or part thereof by the Bank.
- 6.1.3 However, the total Penalty/LD to be recovered under clause 6.1.1 and 6.1.2 shall be restricted to 10% of the total cost mentioned in Table-A of Annexure -17 Bill of Material.
- 6.1.4 Non-compliance of the delivery of Enterprise Licenses for Offsite Transaction Monitoring Solution, installation, integration, implementation and go-live as per clause 1.3.4 will result in imposing penalty of 0.50% of the total cost of Offsite Transaction Monitoring (OTM) Solution excluding AMC/ATS, Additional requirement /customization Cost, Onsite resource costs on delay in delivery and implementation per week or part thereof by the Bank.
- 6.1.5 Non-compliance of implementation of AI/ML as per clause 1.3.5 will result in imposing penalty of 0.50% of the total cost of Offsite Transaction Monitoring (OTM) Solution excluding AMC/ATS, Additional requirement /customization Cost, Onsite resource costs on delay in delivery and implementation per week or part thereof by the Bank.
- 6.1.6 However, the total Penalty/LD to be recovered under clause 6.1.4 and 6.1.5 shall be restricted to 10% of the total cost of Offsite Transaction Monitoring Solution excluding AMC/ATS, Additional requirement /customization Cost, Onsite resource costs.

6.2 **Penalties/liquidated damages for Onsite resources:** In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular month. The Bank shall also impose a penalty of 0.5% of the monthly resource cost for the respective Resident resource for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% on the monthly Resident resource charges payable to the selected bidder.

6.3 Penalties/Liquidated damages for not maintaining uptime:

- 6.3.1 If the selected bidder fails to maintain the guaranteed monthly uptime of 99.00% for the solution as per Scope of Work (Annexure-8) & Functional and Technical requirements (Annexure-9) during Warranty and AMC/ATS period, the penalty for monthly Uptime will be deducted as under:

Level of availability calculated on monthly basis	Penalty Amount



99.00% and above	No penalty
<u>Above 98.00% and below 99.00%</u>	0.10% of Total cost of Ownership* for every hour or part thereof.
Above 97.00% and upto 98.00%	0.20% of Total cost of Ownership* for every hour or part thereof.
Above 96.00% and upto 97.00%	0.30% of Total cost of Ownership* for every hour or part thereof.
Above 95.00% and upto 96.00%	0.50% of Total cost of Ownership* for every hour or part thereof.
Less than 95.00%	1.00% of Total cost of Ownership* for every hour or part thereof.

*Total cost of Ownership excluding onsite resources charges, AMC/ATS, any additional requirements/ customization/ enhancement man-days charges.

6.3.2 The maximum penalty levied under above clause 6.3.1 shall not be more than 10% of the Total cost of Ownership.

6.3.3 If in any month during the contract period, the uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP and invoke Performance security. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the selected bidder during contract period.

7.4. **Penalties/Liquidated Damages for non-performance:** If the selected bidder does not meet the specifications/terms of the RFP during various tests/stages, the selected bidder shall rectify the same at bidders cost to comply with the specifications/terms of the RFP immediately to ensure the committed uptime/terms, failing which the Bank reserves its right to withhold the payment, impose penalty and invoke the Bank Guarantee/ nullify the contract.

7.4.1. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

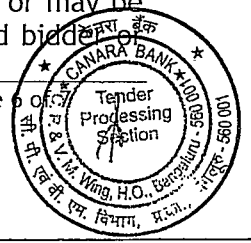
7.4.2. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

7.4.3. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

7.4.4. Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.

7.4.5. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions attributable to the staff of the selected bidder.

7.4.6. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Performance Security or otherwise from selected bidder.





from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty were provided for under the contract.

7.4.7. All the above LDs are independent of each other and are applicable separately and concurrently.

7.4.8. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

7.5. Penalties/liquidated damages for delay in Alert Generation Batch Job

7.5.1. Non-compliance of the Alert Generation Batch Job as per Clause No 19 of Section C will be as follows

<u>Level of Delay calculated on monthly basis</u>	<u>Penalty Amount</u>
<u>Within stipulated timeframe as per Clause No 19 of Section C</u>	<u>No penalty</u>
<u>Within Three (03) Hours, above the stipulated timeframe mentioned as per Clause No 19 of Section C</u>	<u>0.10% of *Total cost of Ownership for every hour or part thereof above the stipulated timeframe mentioned as per Clause No 19 of Section C</u>
<u>Beyond Three (03) Hours, above the stipulated timeframe mentioned as per Clause No 19 of Section C</u>	<u>0.20% of *Total cost of Ownership for every hour or part thereof above the stipulated timeframe mentioned as per Clause No 19 of Section C</u>

* Total cost of Ownership excluding onsite resources charges, AMC/ATS, any additional requirements/ customization/ enhancement man-days charges.

7.5.2. The maximum penalty levied under above clause 7.5.1 shall not be more than 10% of the Total cost of Ownership.

7.5.3. If in any month during the contract period, there are more than Three (03) instances of delay above the stipulated time frame as per Clause No 19 of Section C, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP and invoke Performance Bank Guarantee. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the selected bidder during contract period.

