National Housing Bank

Corrigendum/Addendum - NHB/ITD/RFP-O365 / OUT4496 /2020 - Request for proposal (RFP) for Procurement and Implementation of Microsoft Office 365 Cloud Service & Support

Sr. No.	Page No.	Section/clause	Existing Clause	Revised Clause
1	40	8.2 Minimum Eligibility Criteria	Bidder should have CMMi Level 3 or above certified	**Corrigendum:** Bidder should have CMMi Level 3 or above certified. Please note that CMMI -SVC Level 3 is also acceptable.
2	28	5.1.6.1 Onsite Support:	*Onsite support means that concerned service provider's official/engineer will visit the site for resolution of issues/ configurations/settings as per scope of work.*	**Corrigendum:** *Onsite support means that concerned service provider's official/engineer will visit the site for resolution of issues/ configurations/settings as per scope of work based on defined resolution matrix. Remote support may be provided for issues require immediate closure.*
3	82	3.11 Limitation of Liability	(i) The Consultant's aggregate liability, in connection with the obligations undertaken as apart of this Project, whether arising under this Project regardless of the form or nature ofthe action giving rise to such liability (whether in contract, tort or otherwise), other thanthe circumstances mentioned in the sub-clause (ii) below, shall be limited to _____times of the total contract value.	**Corrigendum:** 3.11 (i)The Service Provider's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances

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				mentioned in the sub-clause (ii) below, shall be limited to the total contract value. **Addendum:** 3.11(iv) "Under no circumstances, the Service provider shall be liable to NHB for any indirect, incidental, consequential, special or exemplary damages, save and except as otherwise agreed in the Agreement."
4	81	3.10 Indemnification of NHB by the Consultant		**Addendum:** Following line is suffixed at the end of clause 3.10 However, the indemnification of the damages/losses shall be subject to the final decision of the courts/ tribunals/ quasi-judicial bodies."
5	26	5.1.3 Migration and cutover	Decommission and clean-up of on-premises Exchange resources.	**Addendum 5.1.3.-** Decommission and clean-up of on-premises Exchange resources - Vendor shall configure O365 solution for SMTP relay for sending email alerts as per device/application requirement. Vendor shall adopt best implementation

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				methodology and make good use of decommissioned on-premise infrastructure for achieving such requirements, if any. **Note:** Bank does not have mass mailing solution. Bank's requirement for relaying emails is less than 10000 emails per day.
6	30	5.2.1 5.2.2	Requires correction in sequence/numbering	**Corrigendum:** Three Clauses onward to 5.2.20 are inadvertently numbered as 5.2.1, 5.2.2, 5.2.3 (at page 30). Correct sequence may be reread as 5.2.21, 5.2.22, 5.2.23 (at page 30)
7	23	5.2 Solution and Services	Addition of new clause:	**Addendum:** Addition of clause: 5.2.24 Vendor will provide & implement wildcard certificate or any such requirement, required for smooth implementation of O365 solution at NHB. Vendor will ensure that the validity of such certificate etc is valid till 3year 2 months post issuance of work order.

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8	8	1.1 Purpose	The Bank will enter into service contract for 3 years with successful bidder and EA with Microsoft. The work order will be initially placed for 1 year and the same may be renewed based on satisfactory performance review.	**Corrigendum:** The Bank will enter into service contract for 3 years with successful bidder and EA with Microsoft. The AMC services will be reviewed annually and will accordingly be renewed based on satisfactory performance review during elapsed service period.
9	40	8.2. Minimum Eligibility Criteria	The Bidder must be LSP Partners of M/s. Microsoft from last one Year as on date of bid submission.	**Corrigendum:** The Bidder must be LSP Partners of M/s. Microsoft as on date of bid submission.
10	15	3.14 Liquidity Damages	Solution Delivery: Services provision on cloud, license assignment as per SOW, portal creation etc. a. 1% of the Total Solution Cost [Annexure I:Table1:S.No3] for each weeks delay or part thereof, subject to maximum of 10% of the solution cost.	**Corrigendum:** Solution Delivery: Services provision on cloud, license assignment as per SOW, portal creation etc. a. 0.5% of the Total Solution Cost [Annexure I:Table1:S.No3] for each weeks delay or part thereof, subject to maximum of 10% of the solution cost.

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11	37	**Service Level and Penalty clause**	**6. Service Level and Penalty clause** • SLA for Uptime of the solution/ service: As per the current standard Service Level Agreement for Microsoft Online Services, the SLA must be financially backed with 99.9% uptime. The Service uptime agreement for the proposed solution should have uptime commitments and have transparent credit calculations in case of uptime not being met for any service(s). 1. The successful bidder will adhere to the following Service Level Agreements (SLA) related to support for solution implemented/services provided : See table below	**6. Service Level and Penalty clause** Following clause shall be applicable during the period of contract. **6.1.** For services hosted at Microsoft Data Centre **6.1.1.** SLA for Uptime of the solution/ service provided by OEM i.e. Microsoft: As per the current standard Service Level Agreement for Microsoft Online Services, the SLA must be financially backed with 99.9% uptime. The Service uptime agreement for the proposed solution should have uptime commitments and have transparent credit calculations in case of uptime not being met for any service(s). The downtime & service credit will be calculated as per SLA defined for Microsoft Online Services, reproduced as under: Bidder may refer to http://microsoft.com/licensing/contracts for more details. Monthly uptime percentage: The monthly uptime percentage is calculated using the formula:

S.No	SLA for uptime of the solution	Penalty
1	>=99.90%	NIL
2	99.98% to 99.90%	Rs 1,00,000/- per .01% of drop in uptime

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			3	99.89% to 99.00 %	Rs. 2,00,000/ per .01% of drop in uptime	(User minutes-Downtime)/User minutes x 100 "Downtime" is the sum of length (in minutes) of each incident that occurs during the month multiplied by the number of users impacted by that incident.
			4	Below 99.00%	Rs. 5,00,000/ per .01% of drop in uptime	"User Minutes" means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

The uptime will be calculated as per the formula given below:

Uptime (%) = (Sum of total hours during month – Sum of downtime hours during month) X 100 / Sum of total hours during month

Total hours in a month will be taken as : 24hrs* no. of days in respective month

2. If the uptime falls below 99.9% twice during any quarter, contract / Order may be cancelled and Bank may claim entire advance amount with interest from the

Service Credit

Monthly uptime %	Service Credit
<99.9%	25%
<99%	50%
<95%	100%

6.1.2. Vendor shall pass on the service credit to NHB as and when received from Microsoft.

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			bidder with additional 10% of the yearly contract cost as penalty.	**6.2.**For services/solution (such as Active Directory, Relay server, AD connect etc) implemented at NHB: **6.2.1.**The successful bidder will adhere to the following Service Level Agreements (SLA) related to support for AMC support/service/solution implemented/provided at NHB:

S.No	SLA for uptime of the solution	Penalty
1	>=99.9%	NIL
2	99.5% to 99.9%	Rs 1,00,000/- per .1% of drop in uptime
3	99.0% to 99.5 %	Rs. 2,00,000/ per .1% of drop in uptime
4	Below 99.00%	Rs. 5,00,000/ per .1% of drop in uptime

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				The uptime will be calculated as per the formula given below: Uptime (%) = (Sum of total hours during month – Sum of downtime hours during month) X 100 / Sum of total hours during month Total hours in a month will be taken as: 24hrs* no. of days in respective month. Any downtime scheduled at NHB will not be considered for above calculation. **6.2.2.** If the uptime falls below 99.9% twice during any quarter, contract / Order may be cancelled and Bank may claim entire advance amount with interest from the bidder with additional 10% of the yearly contract cost as penalty.

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