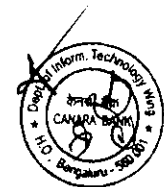


Pre-Bid Queries and Replies for RFP 07/2017-18 dated 12/07/2017 for Supply of Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook

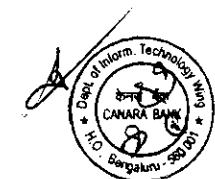
Sl. No.	Page No.	Clause No	RFP Clause	Bidder's Query	Bank's Reply
1	18	31. Bid Validity Period:	The Offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank.	We request bank to reduce the Price validity to 30 days from opening of commercial Bid. Also the EMD validity be changed to 3 months with the claim period	Bidder has to comply with RFP Terms.
2	13	16. Software version:	It is the responsibility of the bidder to maintain latest Software version for Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook with all the latest patches/upgrades as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of the requirement. Bidder should not quote Software items which are impending End of Life/End of Support.	It is the responsibility of the bidder to quote and supply latest version of Microsoft Office Standard"	RFP Clause is modified as under: "It is the responsibility of the bidder to supply latest Software version for Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook with all the latest patches/upgrades as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of the requirement. Bidder should not quote Software items which are impending End of Life/End of Support."



3	21	43. Order Cancellation/Termination of Contract:	<p>43.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:</p> <p>43.1.1. Delay in delivery beyond the specified period for delivery.</p> <p>43.1.2. Serious discrepancies noted in the items delivered.</p> <p>43.1.3. Breaches in the terms and conditions of the Order.</p> <p>43.2. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.</p>	<p>Termination: Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, Bidder may terminate this agreement by a prior written notice of not less than 21 days to the Customer if the Customer fails</p> <ul style="list-style-type: none"> • to pay any overdue amounts that remain in default for twenty one (21) days after being served such notice in writing to make that payment; or • the Customer commits a material breach of any term of this agreement and fails to remedy that breach within a period of 30 days after served a notice in writing to remedy the breach. 	Bidder has to comply with RFP Terms.
4	23	49. Indemnity:	49.2.2. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.	"Bidder's aggregate liability shall be subject to an overall limit of 10% of the total Cost of the project. The Bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profits, income, business, anticipated savings or reputation."	Bidder has to comply with RFP Terms.
5	35	Annexure-6	Non-Disclosure Agreement	The confidentiality obligations under this Agreement shall survive the termination or expiration of this Agreement.	Bidder has to comply with RFP Terms.

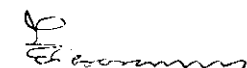


6	54	Appendix-E (This has to be submitted in the non-judicial Stamp Paper) Pre Contract Integrity Pact	8. FALL CLAUSE 8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.	"The prices charged for the goods/services supplied under the contract by the Bidder shall at no event exceed the lowest price at which the Bidder sells the goods or offers to sell the goods of identical description and having same scope of work, quantity, specifications, schedule for delivery, payment terms and all other applicable terms and conditions to any person/organization including the Customer or any department of State/ Central Government, as the case may be during the currency of the contract."	Bidder has to comply with RFP Terms.
7	NA	New clause	Change in Taxation Laws	Any change in incidence of taxes, new taxes payable due to a change in applicable taxation law (including, without limitation, introduction of Goods & Services Tax (GST)) shall be billed by the Bidder, and paid by the Purchaser. Further, increase in cost due to any restriction or inadmissibility of credits under the new taxation law or rules (e.g. under GST) or due to change in statutory responsibility to pay tax shall be passed to the Purchaser from the date of such change.	Bidder has to comply with RFP Terms.
8	49	Annexure-3 Eligibility Criteria Declaration Point No. c	<u>Eligibility Criteria:</u> c. The Bidder should have a positive net worth as on 31/03/2017. <u>Documents to be Submitted:</u> Certificate from Chartered accountant to this effect.	Is it mandatory to have positive net worth as on 31/03/2017	Eligibility Criteria stands deleted.



9	49	<p>Annexure-3 Eligibility Criteria Declaration</p> <p>Point No. d</p>	<p>Eligibility Criteria: d. The Turnover of the Bidder should be minimum Rs. 5 Crores each year during last 3 years (i.e. 2013-2014, 2014-15 and 2015-16). The turnover must be individual company's turnover and not that of any group of companies.</p> <p>Documents to be Submitted: Audited Balance Sheet for last 3 Years (i.e. 2013-2014, 2014-15 and 2015-16).</p>	<p>We can furnish the audited balance sheet for FY14-15/FY15-16 and we can submit the P&L and balance sheet with our Director Finance signature for FY16-17 as the last year financial statement is in process of getting audited.</p>	<p>Eligibility Criteria is modified as under: "Eligibility Criteria: d. The Turnover of the Bidder should be minimum Rs. 5 Crores each year during last 3 years (i.e. 2014-15, 2015-16 and 2016-17). The turnover must be individual company's turnover and not that of any group of companies. Documents to be Submitted: i. Audited Balance Sheet for last 2 Years (i.e. 2014-15 and 2015-16). ii. Provisional Balance Sheet for Year 2016-17."</p>
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Date: 20/07/2017
Place: Bengaluru


 Deputy General Manager
