

Date: 30.04.2024

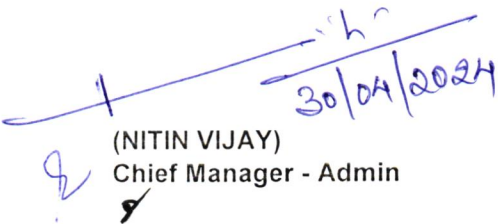
Corrigendum 1

This is in reference to Tender No CO:DIT:PUR:2024-25:400 RFP for "Procurement of Licenses for "MS Office 365 – App for Enterprises". Please find attached the Corrigendum as under:

- 1- Corrigendum 1 Revised Clause
- 2- Bank's response to Pre-bid Queries

The last date for bid submission has been extended to 07.05.2024 up to 15:00 hours.

Technical bids will be opened at 15:30 hours on 07.05.2024.


(NITIN VIJAY)
Chief Manager - Admin

Corrigendum of RFP for procurement of "MS Office 365 – Apps for Enterprise" licenses

Tender No – CO:DIT:PUr:2024-25:400 dated 08/04/2024

SNo	Page No	RFP Clause No	Existing clause details	To be change in Corrigendum
1	26, 27	13. General Terms – Payment Terms, Annual Subscription Fee	<p>1) 100% of yearly subscription cost plus applicable taxes will be released after delivery & implementation of "MS Office 365 – Apps for Enterprise Licenses" product in the proposed branches / offices of the Bank subject to submission of following documents:-</p> <p>i) PBG (Performance Bank Guarantee),</p> <p>ii) Delivery of licenses sign-off, signed by respective Bank Officials and the Bidder's representative.</p> <p>iii) Implementation and Acceptance sign-off, signed by respective Bank Officials and the Bidder's representative along with submission of evidences thereof.</p>	<p>1) Yearly subscription cost plus applicable taxes paid for 1st year-</p> <p>A) 30% of yearly subscription cost plus applicable taxes will be released after delivery of "MS Office 365 – Apps for Enterprise Licenses" product subject to submission of following documents:-</p> <p>i) PBG (Performance Bank Guarantee) for a period of 39 months (3 years for total project period plus 3 months for claim period)</p> <p>ii) Delivery of licenses sign-off, signed by respective Bank Officials and the Bidder's representative</p> <p>B) 70% of yearly subscription cost plus applicable taxes will be released after implementation of "MS Office 365 – Apps for Enterprise Licenses" product subject to submission of following documents:-</p> <p>i) Implementation and Acceptance sign-off, signed by respective Bank Officials and the Bidder's representative along with submission of evidences thereof.</p>
2	6	Last Date and Time for submission of RFP Responses	<p>30/04/2024 up to 15:00 hrs</p> <p>Mode - Online</p> <p>URL: https://centralbank.abcpurchase.com/EPROC</p>	<p>07/05/2024 up to 15:00 hrs</p> <p>Mode - Online</p> <p>URL: https://centralbank.abcpurchase.com/EPROC</p>



Annexure-I

St. No.	RFP Page No	RFP Clause Name & No	RFP Clause	Bidder's Queries / Suggestions / Remarks	Response from Bank
1	15	7.3 Right to Alter Quantities	The Bank reserves the right to alter the requirements specified in the Tender document. The Bank also reserves the right to delete and / or add the units of "MS Office 365 – Apps for Enterprise Licenses" from the units specified in the Tender. The Bidder agrees that the Bank has no limit on the additions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with, in case of additions of "MS Office 365 – Apps for Enterprise Licenses".	Since this is Enterprise Agreement the base / committed quantities would remain the same - 6000. During the 3 years contract period the cost of license would remain the same	As already mentioned in BOM & Commercial Bid, quantity of license is 6000 units. Refer scope of Work & Commercial Bid of RFP
2	39	Exit Option and Contract Re-Negotiation:	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality	Under Enterprise Agreement no such provisions are available	No Change in RFP Clause.
3	26	Payment Terms - Annual Subscription Fees	1) 100% of yearly subscription cost plus applicable taxes will be released after delivery & implementation of "MS Office 365 – Apps for Enterprise Licenses" product in the proposed branches / offices of the Bank subject to submission of following documents:- i) PBG (Performance Bank Guarantee) , ii) Delivery of licenses sign-off, signed by respective Bank Officials and the Bidder's representative. iii) Implementation and Acceptance sign-off, signed by respective Bank Officials and the Bidder's representative along with submission of evidences thereof. 2) 100% renewal subscription cost with applicable taxes will be released on yearly basis for 2nd year and 3rd Year during the contract period upon successful renewal of "MS Office 365 – Apps for Enterprise Licenses" & submission of evidences thereof. 3) On procurement of additional licenses subscription cost with applicable taxes will be paid on pro-rata basis for the part of year and 100% renewal subscription cost with applicable taxes will be released on yearly basis with	Please consider Payment Terms for Licenses to be 30 days from Invoice and for implementation as per the milestone.	Refer Page no. 27, Payment Terms point 'a'. Implementation cost is included in license subscription cost, please refer corrigendum for payment terms.
4	14	7.1. Delivery Schedule	The successful bidder must strictly adhere to the delivery timelines as mentioned in the RFP. In case, delivery & implementation deadlines are not met for reasons attributable to bidder, then the Bank will be forced to impose penalty @ 1% of contract value per week or part thereof to a maximum of 10% of total contract value. If delay exceeds ten weeks from due date of delivery & implementation, Bank reserves the right to cancel the entire order.	The penalty provisions are a bit aggressive. Kindly consider to make it moderate.	No Change in RFP Clause.



Sr. RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Queries / Suggestions / Remarks	Response from Bank
5	15 7.2 Service Levels and Uptime	<p>The bidder is liable for a penalty of 1% of TCO (Total Cost of Ownership) on monthly basis when system availability falls below the expected availability of 99.9% apart from resolving / replacement of the respective software / licenses at bidder's own cost for ensuring continuous system availability. Such penalty shall be adjusted with subsequent year payment or the PBG submitted by bidder. The total penalty will be the maximum of 10% of the contracted value of the project and hence Bank will have the discretion to cancel the contract if penalty amount exceeds 10% of the total contract value.</p> <p>Further, if the successful bidder materially fails to meet an uptime of 99.9% for three (3) consecutive months, the Bank may have the right to terminate the contract.</p> <p>ii) The Bidder is liable for penalty of .100/- per day per license in case of non-availability / accessibility of MS office software to any user due to technical reason if any attributed to Bidder / OEM during the contract period. The total penalty will be the maximum of 10% of the contracted value of the project and hence Bank will have the discretion to cancel the contract. If penalty amount exceeds 10% of the total contract value.</p>	<p>The SLA would be coming from OEM. OEMs may provide credit if their standard SLAs as defined for such workloads is breached. Hence kindly consider this penalty on the bidder</p>	<p>SLA for uptime should be from OEM. However, during the subscription period, if any issue is raised, then successful bidder need to resolve the issue in coordination with M/s Microsoft as per service levels and Uptime guarantee. Bidder needs to raise the ticket on timely manner on behalf of Bank and get resolved through OEM.</p>
6	39 Termination - Key Terms	<p>The Bank reserves the right to terminate the agreement with the Bidder / bidder at any time by giving ninety (90) days prior written notice to the Bidder.</p>	<p>Kindly consider termination will be in line with OEM policies and licenses will be valid till its subscription period</p>	<p>No Change in RFP Clause.</p>
7	26 Bidder's Liability	<p>The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited.</p>	<p>Kindly re-consider this clause as the liability cannot exceed the total contract value.</p>	<p>No Change in RFP Clause.</p>
8	12 7. Scope of work (BOM - ii)	<p>During the subscription period, if any issue is raised, then successful bidder need to resolve the issue in coordination with M/s Microsoft involving assigned technical manager / customer success account manager to get the break fix support directly from the OEM as per Service Levels and Uptime guarantee.</p>	<p>We would need to raise the ticket from Bank O365 Portal to engage MS Support.</p>	<p>During the subscription period, if any issue is raised, then successful bidder need to resolve the issue in coordination with M/s Microsoft as per service levels and Uptime guarantee. Bidder needs to raise the ticket on timely manner on behalf of Bank and get resolved through OEM.</p>



Sr. RFP Page No	RFP Clause Name & No	RFP Clause	Bidder's Queries / Suggestions / Remarks	Response from Bank
9	12 7. Scope of work (BOM - iii)	The patches / updates released by Microsoft from time to time should be available for life cycle of the product and will be downloaded and applied automatically whenever internet connections given to the systems. However, the successful bidder has to provide the patches/updates, which are not available on website or not downloadable from the website for any technical reason.	We are dependent on OEM for patches availability. Whatever patches are available in portal would be downloaded	In case of issues in downloading patches / updates from OEM portal, bidder has to make it available to Bank from OEM.
10	12 7. Scope of work (BOM - iv)	The uninstallation / installation and activation of MS Office have to be done by the successful bidder on Bank's Desktops/Laptops/Devices at the required Bank's branches/offices/locations using the options: a. remotely from Bank's central location using Microsoft's Office Deployment Tool, b. pushing image file to respective devices through file transfer. Onsite support would be required during initial period of implementation and subsequently during half yearly validation only and telephonic as well as offline support will be required for rest of the time to resolve issues if arises during contract period. However, onsite support will be extended whenever issues not resolved through telephonic and offline support during contract period	Requesting bank to share the no of devices / machines available & location details for PAN INDIA. Also please specify the level of support bank is looking from resource prospective (L1, L2 or L3)	Device and location details will be shared to Successful Bidder. Please refer RFP for support during implementation and contract period.
11	13 7. Scope of work (BOM - v)	The successful bidder has to provide adequate training and operational guidelines to designated Bank personal as and when required. The Bidder should also arrange trainings for the Bank through Microsoft Team.	Requesting bank to specify number of training would be required & also whether it would be remote or onsite. If onsite what are the locations	Training will be conducted onsite at Navi Mumbai location and through video conferencing for rest location, if required by Bank.
12	13 7. Scope of work (BOM - vi)	Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the successful bidder needs to provide the same at no additional cost to the Bank. The successful bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the successful bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.	Requesting bank to mention what would be covered as part of SOW.	Any service which forms a part of the project scope but not explicitly mentioned in RFP will be provided by bidder to Bank without any additional cost, refer RFP clause.
13	13 7. Scope of work (general conditions) - (a)	The successful Bidder shall ensure that no existing Hardware / Software / Structure / Setup get damaged / corrupted while performing their activities towards implementation / subscription of "MS Office 365 - Apps for Enterprise Licenses". Any damages / losses caused to Bank due to Bidder's negligence shall be passed on the Bidder's account.	Requesting bank to reconsider this clause as there are many parameters that would be affecting a system corrupt. So it would be hard to justify that system was not corrupted because of license update	Any damages / losses caused to Bank due to Bidder's negligence shall be passed on the Bidder's account, refer said RFP clause.



Sl. No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Queries / Suggestions / Remarks	Response from Bank
14	13	7. Scope of work (general conditions) - (d)	The support system should be on 24*7 basis.	Please share bank working hours	The normal working hours of the Bank are from 10.00 AM to 06.00 PM on all Bank's weekdays. However, the timing and schedule can be changed as per requirement in future.
15	14	7.1 Delivery schedule	All the licenses as mentioned in Bill of Materials (BOM) should be procured in the name of the "Central Bank of India" and the Licenses of "MS Office 365 – Apps for Enterprise" must be delivered, implemented and made live in the proposed Desktop PCs / Laptops / I-Pads etc. across the Bank within 8 (eight) weeks from date of acceptance of purchase order. The Bank will share list of branches/offices/locations of Desktops/Laptops/I-Pads etc. with the successful bidder for installation and activation of the products/service BOM: (Bill of Materials)	Requesting bank to extend for 14 weeks for implementation of solution	No Change in RFP Clause.
16	12	BOM (Bill of Materials)		Existing office versions Existing Email system If O365 what license is being used? Hope machines are compatible to install the office?	Existing Office versions are MS Office 2010 & 2013.
17	12	7. Scope of Work	i) The selected bidder has to ensure timely delivery, successful implementation and subscription services of "MS Office 365 – Apps for Enterprise licenses" in the proposed Desktop PCs / Laptops / I-Pads etc. across all locations of the Bank. ii) During the subscription period, if any issue is raised, then successful bidder need to resolve the issue in coordination with M/s Microsoft involving assigned technical manager / customer success account manager to get the break fix support directly from the OEM as per Service Levels and Uptime guarantee.	Need count of Machines, I-pads do we need to install the Office. how support should be facilitated? Remotely or from bank location?	Device and Location details will be shared to Successful Bidder. During the subscription period, if any issue is raised, then successful bidder need to resolve the issue in coordination with M/s Microsoft as per service levels and Uptime guarantee. Bidder needs to raise the ticket on timely manner on behalf of Bank and get resolved through OEM. Please read this along with clause 7 (iv) "Scope of Work" on page no.12
18	12	7. Scope of Work		Is it end user training? Or any other.	User / Admin training as required by Bank
19	12	7. Scope of Work	v) The successful bidder has to provide adequate training and operational guidelines to designated Bank personnel as and when required. The Bidder should also arrange trainings for the Bank through Microsoft Team.		



Sr. No.	RFP Page No	RFP Clause Name & No.	RFP Clause	Bidder's Queries / Suggestions / Remarks	Response from Bank
20	13	General Conditions			
21	13	General Conditions	e) In the case of additional requirements desired by the Bank during the contract period, Bank will place repeat order for the additional quantities at same rate and terms for which contract is placed.	is this remote support or onsite resource are required to support the issues. for this additional requirement do installation support is needed?	During the subscription period, if any issue is raised, then successful bidder need to resolve the issue in coordination with M/s Microsoft as per service levels and Uptime guarantee. Bidder needs to raise the ticket on timely manner on behalf of Bank and get resolved through OEM. Please read this along with clause 7 (iv) "Scope of Work" on page no. 12 Installation is a part of license subscription, Please refer the RFP.
22	8	Eligibility Criteria	The bidder should have executed at least one single order of minimum ₹ 10 Crore for supply and installation of MS Office licenses in either of the last three years. (01.04.2021 onwards)	The bidder should have at least one single order for supplied and installation of MS Office licenses in either of the last three years. (01.04.2021 onwards)"	The bidder should have executed at least one single order of minimum ₹ 10 Crore for supply and installation of MS Office licenses including office 365 in either of the last three years. (01.04.2021 onwards)

