

Pre-Bid Query Replies to GeM Bid Ref No GEM/2024/B/5177632 dated 19/07/2024 for Procurement of 15000 Numbers of M365 Apps for Enterprise Microsoft office software subscription licenses for a period of five years from the authorized partners of Microsoft.

Sl. No.	Page No.	Section/ Annexure/ Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
1	62	Annexures-8	Scope of Work-Point no-3	3.The Bidder should support the deployment of the Microsoft 365 Apps for Enterprise software to the required systems including supply of the setup file and troubleshooting of any issues with the installation.	This cannot be done as free cost since it attracts enormous of work hence we request Bank to add extra row or table to quote depolymnt charges.	The scope of work does not encompass installation of the proposed procurement of software/licenses in individual systems by the Bidder. The Bidder should extend all the support required in case Bank faces any issue in installation / activation / configuration of the software / licenses procured.
2	62	Annexures-8	Scope of Work-Point no-6	6.The Bidder should have back-to-back support arrangements with the OEM and should support and resolve any issues related to the Apps for Enterprise product supplied for the duration of the contract at no extra cost to the Bank.	The Back-to-back support arrangements with the OEM, calls out for unified support agreement with Microsoft, which will be cost to Bank. Kindly confirm is this necessarily required by Bank. If our understanding is wrong, kindly specify the exact requirement of support for the same.	The Bidder should extend all the support required in case Bank faces any issue in installation / activation / configuration of the software / licenses procured.
3	69	Annexure-15	Bill of Material	Internal The quantity mentioned above comprises of 14000 Nos mandatory licenses and 1000 Nos optional licenses. For the licenses under the optional item category, Bank shall avail the same in multiples of 100 licenses at its discretion by issuing separate purchase orders and payment for first year license cost will be paid on pro-rata basis and yearly renewal charges will be paid from next year onwards as per clause 3.1.	As per Annex-15-Bill of Material format, total Qty mentioned is 15000, wherein Bank is procuring 14000 nos as mandatory and Qty-1000 nos is kept as optional. Hence, we kindly request to amend the format as per the mandate quantity and provide separate row for optional quantity. This change is must for us to take price approval and clearance from OEM. Since Quantity has to match in PO from Bank and our PO to OEM, if we are L1	Bidder to refer Corrigendum-1 to the GeM Bid.
4	62	Annexures-8	Scope of Work-Note	Note: The above Scope is only indicative in nature and Bank reserves all rights to include any additional relevant services which is not included above	We kindly request to clarify what kind of support required ? Or Kindly request to delete the point from Scope of Work	The mentioned clause stands deleted. Bidder can refer Corrigendum-1 to the GeM Bid.





9	15	Section-C	DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.3/Delivery of Licenses: Delivery of all new mandatory licenses(14000 Nos) should be within 15 days from the date of acceptance of the Purchase Order. For the rest of the optional licenses(1000 Nos) Bank will intimate separately as and when required in multiples of 100 licenses. All Licenses should have minimum validity of one year period and should be renewed automatically without requirement of separate intimation from Bank thereby ensuring there is no discontinuation to the subscription for the licenses during the contract period	Please considering the relaxation for the Delivery of Licenses as "Delivery of all new mandatory licenses(14000 Nos) should be within 25 days from the date of acceptance of the Purchase Order. For the rest of the optional licenses(1000 Nos) Bank will intimate separately as and when required in multiples of 100 licenses. All Licenses should have minimum validity of one year period and should be renewed automatically without requirement of separate intimation from Bank thereby ensuring there is no discontinuation to the subscription for the licenses during the contract period"	Bidder to refer Corrigendum-1 to the GeM Bid.
10	15	Section-C	2.Penalties/Liquidated Damages	2.1.1/ Non-compliance of the Supply/delivery clause 1.3 will result in the Bank imposing penalty of 0.50% on delay in delivery per week or part thereof, on the invoice value (Exclusive of Taxes). The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.	Please considering the relaxation for the Delivery of Licenses as "Non-compliance of the Supply/delivery clause 1.3 will result in the Bank imposing penalty of 0.10% on delay in delivery per week or part thereof, on the invoice value (Exclusive of Taxes). The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner"	Bidder to comply GeM Bid/ RFP terms and Conditions.
11	15	Section-C	2.Penalties/Liquidated Damages	2.1.2Non-compliance of the renewal of licenses as mentioned in clause 1.4 will result in the Bank imposing penalty of 1% on delay in renewal per week or part thereof, on the invoice value (Exclusive of Taxes).	Please considering the relaxation for the Delivery of Licenses as "Non-compliance of the renewal of licenses as mentioned in clause 1.4 will result in the Bank imposing penalty of 0.50% on delay in renewal per week or part thereof, on the invoice value (Exclusive of Taxes)"	Bidder to comply GeM Bid/ RFP terms and Conditions.
12	12	3. About RFP 3.2	3.2 The bidder has to go through the following clauses and other terms & conditions described elsewhere in this document:	Scope of Work as per Annexure-8 for Procurement of 15000 Numbers of M365 Apps for Enterprise Microsoft office software subscription licenses for a period of five years from the authorized partners of Microsoft.	1. Please confirm if there is target to complete M365 apps for enterprise installation every year as its not mentioned exclusively in RFP. 2. Also whether it would be remote or onsite installation. 3. Whether we can use SCCM or any other deployment application for installation as package or can enable USB access for installation if onsite. 4. Bank to provide or share location details, complete asset details how many machines to be installed. 5. Existing Office application details and any dependency on the old versions.	The scope of work does not encompass installation of the proposed procurement of software/licenses in individual systems by the Bidder. The Bidder should extend all the support required in case Bank faces any issue in installation / activation / configuration of the software / licenses procured.



13	14	Section-B	8.Scope of work	8.3 During the course of the project, there might be related areas, which Bank would like the selected Bidder/Consultant to undertake which may not have envisaged earlier. Bank reserves the right to pause the work at any point of time and use the services for partial delivery of select modules of the Solution	Please clarify what additional tasks to be covered under this RFP	Bidder to refer Corrigendum-1 to the GeM Bid.
14	14	Section-B	8.4.Project Completion and Management	8.4.1 For smooth completion of project, the selected Bidder should identify two of its representatives at Bengaluru as a single point of contact for the Bank.	Please confirm if Technical or Operational resource is needed.	Bidder to comply GeM Bid/ RFP terms and Conditions.
15	15	Section-C	1. <u>Project Timelines</u>	1.6 Bank shall reserve the right to change the timelines in order to comply with regulatory guidelines or for any other reason without any additional cost.	Please share timelines for the installation of M365 apps for enterprise, at Any point of time if bank wants addition in the existing license count in such case installation should be catered by the vendor?	The scope of work does not encompass installation of the proposed procurement of software/licenses in individual systems by the Bidder. The Bidder should extend all the support required in case Bank faces any issue in installation / activation / configuration of the software / licenses procured.  Bidder to comply with GeM bid terms regarding project timelines
16	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Penalties/Liquidated Damages	Penalties/Liquidated damages for delay in completion as per the time lines scheduled would be as under:	Please clarify if the penalty is related to license delivery or project execution timelines because project execution timelines have not been mentioned in RFP	Bidder to comply GeM Bid/ RFP terms and Conditions.
17	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Payment Terms	3.6 The selected bidder has to submit documentary proof for completion of activities, duly signed by the Bank officials in originals while claiming payment	Please share the format which we need to have signoff of concerned bank officials. Also how billing to be done for completed machines as timelines for completion of installation is not mentioned in RFP	Bidder to comply GeM Bid/ RFP terms and Conditions.
18	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	<u>Scope involved during Contract period</u>	4.2.If any software, license updates provided by the OSD as free of cost, it should be provided and installed & configured by the selected bidder free of cost to the Bank during Contract Period.	Please clarify : "any software". Whether bidder to carry out installation of other softwares which bank informs to do	Clause is referring to any software and license updates that may be provided by OSD free of cost under purview of the Apps for Enterprise license framework Bidder to comply with GeM bid terms
19	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	<u>Scope involved during Contract period</u>	4.7.The selected bidder shall provide centralized complaint booking/lodging facility to the bank and the dash board shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.	Please confirm if bank is looking for any ticketing tool.	Bidder to comply GeM Bid/ RFP terms and Conditions.



20	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	<u>Scope involved during Contract period</u>	4.3 Any corruption in the software/License/media shall be rectified during the full period of the contract, at no extra cost to the Bank.	Please confirm if bank is looking for resource deployment to handle such cases. If yes then whether it will be remote or onsite support	Bidder to comply GeM Bid/ RFP terms and Conditions.
21	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	<u>Scope involved during Contract period</u>	4.4.The selected bidder shall make availability of spare parts/services, components etc., free of cost as and when required, and complete maintenance of the hardware/software/solution during Contract Period	Please clarify	Bidder to comply GeM Bid/ RFP terms and Conditions.
22	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	<u>Scope involved during Contract period</u>	4.5 The support shall be given in person/email/fax/tele/remote access.	please confirm installation is to be done wherever possible by remote or bank is looking for onsite support for all branches	The scope of work does not encompass installation of the proposed procurement of software/licenses in individual systems by the Bidder. The Bidder should extend all the support required in case Bank faces any issue in installation / activation / configuration of the software / licenses procured.
23	19	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	10. <u>Right to Audit</u>	10. <u>Right to Audit</u>	Please clarify if bidder to get auditted by RBI or bank officials?	RFP Clause is self explanatory. Bidder to comply GeM Bid/ RFP terms and Conditions.
24	30	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	<u>Project Execution</u>	The entire project needs to be completed expeditiously	Requesting bank to mention the project duration / timelines	Bidder to comply GeM Bid/ RFP terms and Conditions.
25	62	Annexure-8	Scope of work	The Bidder should support the central configuration of any access controls or restrictions on the product.	Please clarify	Bidder to comply GeM Bid/ RFP terms and Conditions.
26	62	Annexure-8	Scope of work	Note: The above Scope is only indicative in nature and Bank reserves all rights to include any additional relevant services which is not included above	Bank to confirm on what exactly is additional services looking from bidder	Bidder to refer Corrigendum-1 to the GeM Bid.
27	18	Section C	<u>Mean Time Between Failures (MTBF)</u>	If during the contract period, any software/hardware items fail on three or more occasions in a quarter, such items shall be replaced by equivalent / superior new software/hardware items by the bidder at no additional cost to the Bank.	This is software there cannot be replacement, Maximum reinstallation can be done to resolve the issue.	Bidder to comply GeM Bid/ RFP terms and Conditions.



28	31	SECTION F	10.Performance Security	10.1.The successful bidder should submit a Performance Security equivalent to 5% of the Total Cost of Ownership (TCO) within 30 days from the date of acceptance of the Purchase Order with the validity period of 62 months from the acceptance of PO including claim period of two months and shall be retained till the completion of Contract period.	We request to change EPBG to 3% instead of present 5%, Also it EPBG can be yearly renewal that will be helpful.	Bidder to comply GeM Bid/ RFP terms and Conditions.
29	NA	Buyer added specific terms and conditions	Generic OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.	Buyer added specific terms and conditions	Need bit more clarity, time of increasing or decreasing the licences , we have to submit the revised proposal or we need to go with the same proposal	Kindly refer Clause 12 Pricing & Payments under Section F - Ownership & Awarding of Contract of the RFP
30	NA	3A (v)	Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM	GeM terms	All IPR shall be governed by the terms of the EULA to be executed between OEM and Bank. Thus, it is recommended to remove this clause.	Bidder to comply GeM Bid/ RFP terms and Conditions.



31	NA	3A (x)	The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid/ contract validity period.	GeM terms	SoftwareONE is a reseller and once the order is placed by the Bank and accepted by the OEM, the licenses shall be transferred electronically to the Bank. The usage of Licenses shall be subject to terms of the EULA. All warranties, defect related issues shall be governed by the clauses of the EULA.	Bidder to comply GeM Bid/ RFP terms and Conditions.
32	16	Section C: Payment tems	100% After complete delivery/Renewal of license and on production of relevant documents like proof of delivery/renewal duly approved by the Bank Officials while claiming the payment and after deducting applicable penalties and Liquidated damages.	Payment terms	Need bit more clarity , official sign off on delivery the licence or installation licence	Bidder to comply GeM Bid/ RFP terms and Conditions.
33			Terms of Delivery:		All Licenses shall be delivered electronically.	Bidder to comply GeM Bid/ RFP terms and Conditions.
34	15	Section C -1.3	Delivery of Licenses	1.3 clause of Project timelines	Any delays in the delivery of the Licenses and shall provide Customer with the reason for any anticipated duration of the delay. Dates on the Order Documents are estimates only."	Bidder to comply GeM Bid/ RFP terms and Conditions.
35	15	Section C -1.7	1.7The delivery will be deemed as complete only when the same is accepted by the Bank and sign off given in accordance with the terms & conditions of this RFP and satisfactory working of the solution.	1.7 clause of Project timelines	this terms are agreed by b2b with the OEM.	Bidder to comply GeM Bid/ RFP terms and Conditions.
36	19	Section C - 10	Right to Audit	Clause no :10	It is recommended to include the following qualifications to this clause to be in line with SWO internal policy: Such audits will be conducted with 30 days prior written notice to the Bidder, with minimal disruption to work, not more than once a year, and with costs to be borne by the Bank is required.	Bidder to comply GeM Bid/ RFP terms and Conditions.



37	34	Section G	4.Human Resource Requirement	Clause:4	Business to confirm if any employees will be deployed under this engagement	Bidder to comply GeM Bid/ RFP terms and Conditions.
38	36	Section G	Inspection of Records	Clause:6	It is recommended to include the following qualifications to this clause to be in line with SWO internal policy: Such audits will be conducted with 30 days prior written notice to the Bidder, with minimal disruption to work, not more than once a year, and with costs to be borne by the Bank is required.	Bidder to comply GeM Bid/ RFP terms and Conditions.
39	36	Section G	Intellectual Property Rights	Clause:10	SoftwareONE is a Reseller and shall provide the OEM's product to the Bank on an "as is" basis. Ownership and rights governing IP shall be in accordance with the terms of theEnd User Licence Agreement (EULA) executed between the Bank and OEM. All indemnity and third party infringement claims shall be governed by the EULA between the Bank and OEM.	Bidder to comply GeM Bid/ RFP terms and Conditions.
40	12	section B	Scope of Work as per Annexure-8 for Procurement of 15000 Numbers of M365 Apps for Enterprise Microsoft office software subscription licenses for a period of five years from the authorized partners of Microsoft.	Clause 3.2	Canara bank only wanted license supply or any help required on enabling / installing the apps on enduser machines	The scope of work does not encompass installation of the proposed procurement of software/licenses in individual systems by the Bidder. The Bidder should extend all the support required in case Bank faces any issue in installation / activation / configuration of the software / licenses procured.
41	12	section B	Scope of Work as per Annexure-8 for Procurement of 15000 Numbers of M365 Apps for Enterprise Microsoft office software subscription licenses for a period of five years from the authorized partners of Microsoft.	Clause 3.2	Bidder supposed to manage the machines for 5 years ? Can you elaborate on the ask ?	Bidder to comply GeM Bid/ RFP terms and Conditions.
42	12	section B	Scope of Work as per Annexure-8 for Procurement of 15000 Numbers of M365 Apps for Enterprise Microsoft office software subscription licenses for a period of five years from the authorized partners of Microsoft.	Clause 3.2	what is the current mailing solution w.r.to Email	The Query is Not relevant,Bidder to comply GeM Bid/ RFP terms and Conditions.
43	12	section B	Scope of Work as per Annexure-8 for Procurement of 15000 Numbers of M365 Apps for Enterprise Microsoft office software subscription licenses for a period of five years from the authorized partners of Microsoft.	Clause 3.2	what is the collaboration suite being used now ?	The Query is Not relevant,Bidder to comply GeM Bid/ RFP terms and Conditions.



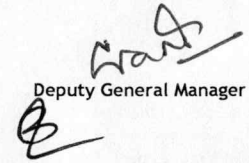


44	12	section B	Scope of Work as per Annexure-8 for Procurement of 15000 Numbers of M365 Apps for Enterprise Microsoft office software subscription licenses for a period of five years from the authorized partners of Microsoft.	Clause 3.2	tenant provisioning is already inplace ?	Tenant is already in place
45	12	section B	Scope of Work as per Annexure-8 for Procurement of 15000 Numbers of M365 Apps for Enterprise Microsoft office software subscription licenses for a period of five years from the authorized partners of Microsoft.	Clause 3.2	what is the infra estate, are the users being synced from onprem, any help required on AD connect enablement ?	The Query is Not relevant, Bidder to comply GeM Bid/ RFP terms and Conditions.
46	35	Section G	5.2 The selected bidder shall deliver the services as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at selected bidder's cost as per accepted time schedules. The selected bidder is liable for penalties levied by Bank for any deviation in this regard. The selected bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.	5.2 clause : Responsibility for Completeness	what testing of the system is expected from Canara bank ? Can you please elaborate	Bidder to comply GeM Bid/ RFP terms and Conditions.
47	NA	EMD	1,50,00,000	EMD	As per New Notification by Government of India (File No.: 9/4/2020-PPD Dated: 12.11.2020) & Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises and the firms registered under with concerned Ministries/Departments are exempted from submission of Bid Security. Further in lieu of Bid security, ministries/Departments mas ask bidders to sign "Bid Security Declaration". Hereby we would like to inform that according to start up India act we are registered with NSIC and MSME organisation and has been exempted from EMD. Request you please give us exemption on EMD as per above said.	EMD shall be Exempted as per the Prevailing Government Guideline.



48	55	Pre-Qualification Criteria point no : 08	The Bidder should have an average turnover of Rs.100 Cr or above in the last 3 (three) financial years (i.e., 2020-21, 2021-22 and 2022-23). This must be the individual company turnover and not of any group of companies.	Clause : 08	Dear Sir, We request department to please give relaxation to MSME /NSIC bidders for this clause.	Turnover shall be Exempted as per the Prevailing Government Guideline.
49	55	Pre-Qualification Criteria point no : 09	The bidder should have positive Net Worth as on 31/03/2023 and also should have not eroded by more than 30% in the last three financial years, ending on 31/03/2023.	Clause : 09	Dear Sir, We request department to please give relaxation to MSME / NSIC bidders for this clause.	Bidder to comply GeM Bid/ RFP terms and Conditions.
50	NA	General Query	There is a annexure - 7 which is for Office details for bangalore office and others	General Query	Please confirm if bidder needs to have office in bangalore or anywhere in india office will work.	Bidder can provide Office Details anywhere in India.

Place: Bengaluru  
Date: 05-08-2024

  
Deputy General Manager

