



**KASHI GOMTI SAMYUT GRAMIN BANK**  
**Head Office C 19/40 FAATMAN ROAD SIGRA, VARANASI-221002**

**Corrigendum to RFP for Procurement of MS Office Standard 2016 License**

**Ref.: HO: DIT: 213:16 dated 13.08.2016**

<b>Last Date of receipt of Tender Document</b>				<b>07.09.2016 till 3:30 PM</b>	
<b>Opening of Technical Bid</b>				<b>07.09.2016 at 4:00 PM</b>	
<b>Format for Bank Guarantee Enclosed.</b>					
<b>SR.</b>	<b>Page No.</b>	<b>Clause No.</b>	<b>Clause In RFP</b>	<b>Bidders Query/Suggestion</b>	<b>Bank Response</b>
1	4	Eligibility Criteria, Point No- 4.3,4.4	<p>1. The bidder should have supplied and installed MS Office Software (minimum 350 licenses) in minimum two BFSI/Government organizations in last three years (as on date of RFP). (Copy of purchase order / or confirmation from the Banks should be enclosed.)</p> <p>2. Bidders, who have not satisfactorily completed any of the earlier contracts with Bank or any organization, will not be eligible for participation in this tender. The bidder shall give an undertaking (on their letter head) regarding it.</p>	<p>It is our humble submission to allow us to submit our bid in the absence of the pre-qualification criteria documents i.e. purchase order copies of the clients. We in place of the PO will provide you the copy of the NDA that we have signed with the respective customer</p> <p>KGSGB is at its liberty to confirm and check the veracity of the submitted NDA with the respective client. We assure our full support and cooperation in this regard.</p> <p>Looking forward to your advice and go ahead in this case please.</p>	<p>In absence of PO any other relevant document must be submitted justifying that the bidder has supplied minimum 350 licenses in minimum two BFSI/ Government organizations in last three years (as on date of RFP)</p>
2	4	Scope of work , Clause-3.1	<p>MS Office Software Licenses and Media CD must be delivered at the Head Office of the Bank within two (2) weeks from the date of purchase order.</p>	<p>Now, OEM will deliver the License through electronic medium. So, please allow and amend this clause.</p>	<p>We are clear that OEM will share the link to download the software. However, Bidder should submit paper licenses with CD carrying the software.</p>



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3	4	3.1	MS Office Software Licenses and Media CD must be delivered at the Head Office of the Bank within two (2) weeks from the date of purchase order.	We request the bank to tell us exact number of Media CD's required.	10 no. of media CD's will be required to deliver at Head Office.
4	4	4.3	The bidder should have supplied and installed MS Office Software (minimum 350 licenses) in minimum two BFSI/Government organizations in last three years (as on date of RFP). (Copy of purchase order / or confirmation from the Banks should be enclosed.)	We request the bank to amend the clause to: "The bidder should have supplied MS Office Software (minimum 350 licenses) in minimum two BFSI/Government organizations in last three years".	Please Read the clause as below:  <b>The bidder should have supplied MS Office Software (minimum 350 licenses) in minimum two BFSI/Government organizations in last three years (as on date of RFP). (Copy of purchase order / or confirmation from the Banks should be enclosed.)</b>
5	4	4.4	The Bidder should not be currently blacklisted by any bank / institution.(An Undertaking should be submitted)	We request the bank to delete/remove this clause.	Please be guided by the RFP.
6	5	Guarantee, clause-5.1	The vendor should guarantee that the software supplied by the vendor is licensed and legally obtained.	We would like to inform you that OEM will provide warranty rather than Bidder? So, if you require any warranty certificate, so please provide us the format, so that we will provide the same.	The vendor should undertake on their letterhead with seal and signature that software provided will be licensed and obtained from proper source.
7	5	Bid Security, Clause-6	Bank Guarantee	As you required Bank Guarantee, but there is no format regarding for the same. Request you to please help us for getting for the same.	Bank Guarantee format is enclosed with this corrigendum.



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8	6	6.6	Bid security to successful vendor will be refunded after installation of all the items as per purchase order.	<ol style="list-style-type: none"><li>1. We request the bank to clarify if installation is under the scope of this RFP.</li><li>2. Text in the bold in clause be replaced with following text:- shall be refunded to the successful vendor no later than 30 days of its expiration.</li><li>3. Following text be added as clause 6.7:- Notwithstanding anything to the contrary contained in the contract, the Performance Bank Guarantee shall be reduced: (a) pro rata by the portion of the contract price payable for any Equipment(s)/ Hardware(s)/ Software(s)/ Product(s) that have achieved User Acceptance/ Operational Acceptance/Deemed Acceptance. (b) pro rata by the portion of the value calculated on quarterly basis for the warranty period.</li></ol>	<p>Please Read the clause as below: <b>Bid security to successful vendor will be refunded after delivery of paper license and media CD as per purchase order.</b></p> <p>For query 2 and 3, Please be guided by the RFP.</p>
9	6	Two Part Offer, Clause-7	Two Part Offer	After reading the tender document, we conclude that we should submit	There is no online submission of bids. Bidder has to submit hardcopy of



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				hardcopy rather than online (Technical bid and financial bid). At the time bid evaluation which bidder's will qualify the technical bid, you will provide the link for user creation and bidding. Is our assumption is correct? Please confirm.	bids/documents. Those bidders who qualify technically will be informed regarding opening of indicative commercial bid. After that a date for reverse auction will be decided with mutual consent of all the eligible bidders. Online demo and training for reverse auction will be conducted by our reverse auction service provider.
10	10	15. Price Composition	Taxes & Duties	Will you provide C form?	Bank will not provide C form.
11	10	15.2	Price Composition: 15.2 The Price should be inclusive of all taxes, duties, levies.	Text in the bold in clause be replaced with following text:- shall be exclusive.	Please be guided by the RFP.
12	10	16.1	The prices finalized will remain valid for a period of 90 days from the date of PO.	We request the bank to allow bidders to quote price validity as given by Microsoft.	Please be guided by the RFP.
13	10	Price Freezing, clause 16.2, 16.3	<p>1) No upward revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, exchange price etc. during the offer validity period.</p> <p>2) However, if there is any reduction on account of government taxes, duties, levies, etc. during the offer validity period, the same shall be passed on to the Bank.</p>	In both condition only purchasers will get benefit. So, request you to please amend the clause i.e. if upward variation/revision after the agreed delivered date the purchaser will bear the impact of such levies as a vice- versa.	Bank will not bear impact of any upward revision in taxes excluding service tax.



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14	10	16.2 & 16.3	<p>Price Freezing</p> <p>16.2 No upward revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, exchange price etc. during the offer validity period.</p> <p>16.3 However, if there is any reduction on account of government taxes, duties, levies, etc. during the offer validity period, the same shall be passed on to the Bank.</p>	<p>Following text be substituted as 16.2 in place of 16.2 &amp; 16.3 in clause:-</p> <p>In case any national or state statute or any local law or regulation or by-law of any duly constituted authority is changed or comes into force which results in extra costs/tax in relation to the provision of the Equipment/ Software/ Services, the consequential effect shall be to the account of the Bank and the same shall be borne by the Bank. Any additional Cost (in terms of tax) on account of change in law- Bank to bear that cost.</p>	<p>Bank will not bear impact of any upward revision in taxes excluding service tax.</p>
15	11	Payment Terms, Clause-17.2	100% after delivery and testing of MS Office licenses.	<p>Please confirm the meaning of testing? Because in the tender you do not clear that either you will require installation or not? So, give clarity on this point.</p>	<p>We don't want bidder to install MS Office. Bidder has only to deliver licenses of MS Office at our Head Office.</p> <p>Testing implies Bank will check the authenticity of licenses at its end. Bank will perform below mentioned steps for Testing:</p> <ol style="list-style-type: none"> <li>1. Bank will check whether licenses are visible in account at Microsoft portal.</li> <li>2. Bank will check whether software is</li> </ol>



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					downloadable from the link provided by the OEM. 3. Bank will check whether keys are activating the MS Office.
16	11	17.2	100% after delivery and testing of MS Office licenses.	We request the bank to release 100% on delivery of MS Office licenses.	Bank will release the 100% payment after delivery and testing of MS Office Licenses and media CD. Method of Testing is clarified in Sr. No. 15.
17	20,21	Training & Auction	Training & Auction	At the time of Reverse Auction, if limitation regarding time boundation, otherwise give extra extension time i.e. 5 min after each decrement bid please.	Reverse auction with unlimited extension will be conducted. Demo/training for reverse auction will be imparted by our service provider. Bidder will be provided sufficient time, as per rules of reverse auction, to quote their bid.
18				Tax deduction at source related details not mentioned in RFP. Bank shall not deduct TDS as per Gol (Ministry of Finance) notification S.O. 1323 (E) dated 13th June 2012.	TDS will be deducted as per extant GOI guidelines.
19	12	21	21. FORCE MAJEURE Notwithstanding with the above provision the successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance and other failure to perform its obligation under the contract is the result of an	(a) The following text be substituted in place of text in bold in clause :- penalty, liquidated damages or termination for default  (b) Following text be added after end of the	Please be guided by the RFP.



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			<p>event of force majeure. For purpose of this clause force majeure means an event beyond the control of the bidder and not involving the bidders fault or negligence and not foreseeable. Such event may include but are not restricted to wars or revolution or epidemics. If a force majeure situation arises the bidder shall promptly notify the Bank in writing of such condition and cause thereof. Unless otherwise directed by the Bank in writing the bidder shall continue to perform its obligation under the contract as far as is reasonably practical and shall seek all reasonable alternative means of performance not prevented by the force majeure events.</p>	<p>clause :- If the delay resulting from Force Majeure exceeds two (2) months, either Party may cancel the unperformed part. Payment shall remain due for the performed part, and the Parties shall promptly settle their accounts accordingly.</p>	
20				<p>Bidder's right to suspend performance of obligations in case of delay in payment clause is not mentioned</p> <p>Bidder's right to suspend performance of obligations in case of delay in payment: Bank shall release the payment due to the successful Vendor on or before the due date. In the event the Bank fails to pay any amount to the successful Vendor on the</p>	<p>No additional clause will be added in the RFP. However, Bank ensures that Bank will pay the entire amount as per terms mentioned in the RFP.</p>



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				<p>due date, then and without prejudice to the exercise of any other rights or remedies which may be available to it and without incurring any penalties or liabilities, the successful Vendor shall be entitled to suspend performance of its obligations under the Contract, following written notification to the Bank, until realization of full outstanding amount in respect of the products and services actually delivered and rendered and not paid for. In the event of suspension by the successful Vendor of the Contract, the time schedule shall be automatically extended for the actual duration of the suspension and the successful Vendor shall be reimbursed by the Bank for any damage or additional cost incurred as a result of such suspension. In case the period of suspension exceeds two months, the Vendor shall have the right to terminate the Agreement.</p>	
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**Format-Bank Guarantee (EMD)**

To  
The General Manger  
Kashi Gomti Samyut Gramin Bank  
Head Office,  
C 19/40 Faatman Road Sigra,  
Varanasi-221002

In response to your RFP for **Procurement of MS Office Standard 2016 License Ref.: HO: DIT: 213:16 dated 13.08.2016 M/s** .....(hereinafter called "the Bidder") wish to respond to the said request for proposal (RFP) and submit the proposal for items as detailed in the RFP document.

Whereas the 'bidder' has submitted the proposal in response to the RFP, we ..... having our registered office at ..... Hereby irrevocably guarantee an amount of ₹75,000.00(Rupees Seventy five thousand only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

We.....undertake to pay on written demand to Kashi Gomti Samyut Gramin Bank the said amount of ₹ 75,000.00(Rupees Seventy five thousand Only) without any reservation, protest, demure, or recourse.

Notwithstanding anything contained hereinabove;

1. Our liability under this Bank Guarantee shall not exceed **₹ 75,000.00 (Rupees Seventy Five Thousand Only)**
2. This Bank Guarantee will be valid up to \_\_\_/\_\_\_/\_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand on or before \_\_\_/\_\_\_/\_\_\_\_\_. After which the bank shall be discharged from its liabilities.

Thereafter the Guarantor shall stand discharged from all its liabilities under this Bank Guarantee and all your rights under this Bank Guarantee shall stand extinguished, irrespective of the fact whether the Bank Guarantee in original is returned back to us or not.