

Responses to Pre Bid Query Tender Ref No CO:DIT:PUR:2021-22:326						
S.N	Page No.	Clause No.	Clause	Description	Query/Clarification Sought	Reply from Bank
1	5	1	Invitation of Tender Offers	Bid Security (EMD) ₹2,00,000.00/-(Rs. Two Lakhs Only)	Can this be waived off, as BG is being submitted at the time of awarding the tender.	Waiver is allowed only for MSMEs.
2	7	2.2	Eligibility Criteria	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority. Certified copy of the registration certificate(as per point 12)	As per point no 12, Annexure 1F is to be submitted for compliance of this EC. Request bank to provide Annexure 1F format.	Uploaded alongwith corrigendum.
3	7	2.1	Eligibility Criteria	IBM Authorised Channel Partner certificate to be submitted	We assume that a standard MAF would suffice the need. Kindly confirm.	No change.
4	8	4.ii	Performance Bank Guarantee	The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.	Is this document mandatorily required as the same is not generally share by the issuing bank? Kindly confirm	Issuing bank gives forwarding letter informing that Bank guarantee is signed by authorised signatory.
5	8	2.13	Eligibility Criteria	Vendor must have either their Registered office or their Branches in both the locations of Mumbai / Navi Mumbai.	From this clause our understanding is that the vendor should have their registered or their branch office in either Mumbai or Navi Mumbai location.	Bidder must have either their registered office or their branches in Mumbai or Navi Mumbai.
6	8	13	Eligibility Criteria	Vendor must have either their registered office or their branches in both the locaitons Mumbai / Navi Mumbai.	Kindly mention here OEM (IBM) or Bidder as bidder has not office in Mumbai or Navi Mumbai. Kindly Clarify.	Bidder must have either their registered office or their branches in Mumbai or Navi Mumbai.
7	8	4	Performance Bank Guarantee	i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank, in the format given by the Bank in Annexure - 12, for 3% of the total project cost valid for 24 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.	Clarification require: 1) 3% of total project value i.e. including GST or only base value (without tax) 2) PBG Validity 24months - this includes PBG claim period also or that's extra. If extra then how many months?	1) without GST 2) validity 24 months inclduing claim period.
8	8	4.i	Performance Bank Guarantee	As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank, in the format given by the Bank in Annexure - 12, for 3% of the total project cost valid for 24 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.	As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank, in the format given by the Bank in Annexure - 12, for 3% of the total project cost valid for 12 months, validity of PBG starting from its date of issuance;	PBG validity should be 24 months including 12 months claim period.
9	9	7. a)	Scope of Work	a) IBM MQ License should be in the name of Central Bank of India and can be used across the Bank. The licenses can be transferred from one platform to another during ATS period as and when required by Central Bank of India. Central Bank of India will continue to get ATS updates and support even in case the original IBM MQ license supplied and partitioning license are shifted to other platforms by Bank during the period of ATS.	IBM supports Windows, RHEL & AIX only. Hope bank will be switching between these Operating systems? Policies of IBM in this regard will be applicable	IBM MQ licences may be used on different projects across the Bank on IBM MQ supported Operatng Systems.
10	9	7. a)	Scope of Work	IBM MQ License should be in the name of Central Bank of India and can be used across the Bank. The licenses can be transferred from one platform to another during ATS period as and when required by Central Bank of India. Central Bank of India will continue to get ATS updates and support even in case the original IBM MQ license supplied and partitioning license are shifted to other platforms by Bank during the period of ATS.	Does bank also expects the Bidder to implement the licenses being procured through this RFP?	Implementation will be done by Bank. In case, any help is required Bank may take same from the vendor.

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11	9	4.vii	Performance Bank Guarantee	The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.	Since all services are handled seperately by separate team's/OEM's/vendors etc., can the point related to off setting against different services be removed?	No change.
12	10	7.c	Scope of Work	The bidder should extend necessary onsite support whenever required by Bank, keeping in view the urgency.	Considering the current situation, would request you if we provide remote based support.	Remote Support willl not suffice the requirement. Onsite support will be required in case of need/emergency basis.
13	17	9	Integrity Pact	Each Participating bidder/s shall submit Integrity Pact as per attached Annexure -10 duly stamped for ₹600 . Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process.	Please cosider Integrity Pact on ₹500 stamp paper. Which can be made easily available.	it should be stamped for Rs. 600/-
14	20	13.1	Payment Terms	Payment will be released by the Central office from where the purchase order is issued. All the Payment shall be made in INR only. Payment terms are as under: a. Bank will make 100% payment on delivery of the licenses alongwith proof of entitlement. Payment may be made in advance subject to submission of Bank Guarantee for the appropriate amount valid for 1 year (equivalent to period of one year for which payment will be released). Payment shall be released within 30 days from submission of all relevant documents complete in all respect found in order by the office. Bank Guarantee will be released after expiry of one year	Do we need to submit another Bank Guarantee . We are already submitting the PBG.	If payment is requested in advance before delivery of licenses bidder will have to submit Bank Guarantee for equivalent amount.
15	22	14	Order Cancellation	In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.	Order cannot be cancelled, as this is software licenses deal.	Order can be cancelled reason of non compliance of RFP terms.
16	23	15.3	Indemnity	The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.	The point may not be applicable to us, as fixing bugs, providing the Modifications / Enhancements / Customization are not in control of the bidder and it entirely rests with OEM as a product owner	Vendor has to take up with OEM for any such issues. RFP includes Procurement of licenses alongwith 1 Year Support.
17	25	19	Force Majeure	Notwithstanding above, the decision of the Bank regarding whether an event claimed by the bidder is an event of force majeure shall be final and binding on the Bidder		No change.
18	27	25	Bidder's Liability	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 at actuals. 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.	Please suggest if there is any cap on the liability of the total value of the contract?	There is no cap.
19	27	25	Bidder's Liability	The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.	This clause is not applicable as the requirement of onsite support here is need/emergency based? Could you please confirm	Backgroup verification of person interacting with Bank should have been done by vendor which includes onsite support personnel.

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20	28	27	Inspection, Audit, Review, Monitoring & Visitations	Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.	The point may not be applicable in the purview of this contract. Please confirm	This is mandatory requirement of RBI for any audit conducted by them for any project in the Bank.
21	28	27	Inspection, Audit, Review, Monitoring & Visitations	Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise.	The point may not be applicable as outsourcing is not envisaged	As above.
22	29	28	Intellectual Property Rights	If a third party's claim endangers or disrupts the Bank's use of the Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.	The point may not be applicable to us, as bidder is not the OEM	The bidder should ensure that licenses provided to Bank from OEM does not infringe any Intellectual Property Right and is genuine.
23	30	29.6.a.i	Termination	Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract	Can the submission of PBG be extended till 3 weeks, due to the current pandemic situation	Modified and uploaded in corrigendum.
24	31	29.6.a.iii	Termination	Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)	The point may not be applicable to us, as bidder is not the OEM and time needed for fixing such issues rests with OEM and also depends on the complexity of the requirement	In case of such issues bidder is expected to take up with OEM for resolution.
25	70			General Queries	Annexure 14 - Do bidder has to provide this Annexure as part of submission.	Only for information. Submission not required.
26				General Queries	Annexure I-A. This annexure is same as Annexure 2 Commercial Bid, Do vendor have to fill in the details in Annexure IA also.	Revised Annexure I-A uploaded along with corrigendum.
27				General Queries -Installation/Implementation	We would want to know if we need to quote for installation/implementation of the licenses of MQ. If Yes - kindly share us the environment details along with operating system	Installation will be done by Bank, in case of requirement bidder is expected to provide onsite support.