

General queries: Clarifications/Amendments - Finalization of Rate contract for computer related items. (Ref. CO:ITD:147/R1:2020-21 dated 06.05.2020)

Amendment/Clarification to the queries raised by bidders:

Sl No	RFP Title	RFPPg. No.	Details Provided in RFP	Query / Changes Requested	Amendment/Clarification
1.	Last Date & Time for submission of Bids in Online & Offline Mode	2	Last Date & Time for submission of Bids in Online & Offline Mode: 08.06.2020	Kindly request you to consider soft copy for submission considering the covid-19 situation	No Change
2.	Eligibility Criteria	9	c) In case of Desktops and Laptops, one bidder can bid only with one OEM and similarly one OEM can bid with only one bidder but both cannot bid.	<p>Kindly request you consider a change to amend this Clause to accommodate one OEM with multiple builders to get more participation.</p> <p>Request to remove one bidder can bid with only one OEM and similarly one OEM can bid with only one bidder and amend as one bidder can bid with only one OEM</p> <p>Will multiple vendor for single product/OEM will be allowed to participate for all products category. (Can two vendors quote for one OEM)</p>	<p><u>Amended clause</u></p> <p>c) In case of Desktops and Laptops, one bidder can bid only with one OEM but OEM can bid through multiple bidders. Either OEM or Authorized partners can bid but not both.</p>
3.	Eligibility Criteria	9	e) The annual turnover should be Rs.50.00 crores or above in each of the following three financial years of	Kindly request to amend the clause as " the annual turnover 200 Cr or above in last three financial years of the bidder 2016-17, 2017-18, 2018-19"	No change



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			the bidder 2016-17, 2017-18, 2018-19.		
4.	Eligibility Criteria	9	f) The Bidder should have supplied minimum of the below mentioned quantity for each items in each of the last three financial years (or cumulative quantity) to Banks / Financial Institutions / Leading Corporates / PSUs / Government Organizations in India. Copy of Purchase orders issued by Banks / Financial Institutions / Leading Corporates / PSUs & Government Organizations should be submitted along with Technical Bid. 136 col DMP - 100 year wise 80 col DMP - 200 year wise PBK:200 yearwise Flatbed scanner : 200 yearwise	Please clarify if the Bidder is interested for Category A or Category B, should have supplied minimum quantities of all the line items mentioned for Qualification. Request to amend 136 col DMP: 50 yearwise 80 col DMP : 50 yearwise PBK: 150 yearwise Flatbed scanner : 75 yearwise Kindly request you consider "The Bidder should have supplied min 10000 PC in single order, or any of four mentioned line items in any TWO of the last 5 Year	Amended clause f) The Bidder should have supplied minimum of the below mentioned quantity for each items in each of the last three financial years (or cumulative quantity) to Banks / Financial Institutions / Leading Corporates / PSUs / Government Organizations in India. Copy of Purchase orders issued by Banks / Financial Institutions / Leading Corporates / PSUs & Government Organizations should be submitted along with Technical Bid. 136 col DMP -50 year wise 80 col DMP - 100 year wise PBK:150 year wise Flatbed scanner: 75 year wise
5.	Eligibility Criteria	9	h) The Bidder/OEM should have Branches	Kindly request you amend the clause as "The Bidder Should	No change



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			in Chennai, Delhi, Kolkata and Mumbai. Further, Bidder/OEM should have Branches / Service Centre Facilities / Franchises / Resident engineers in any of 25 places tabulated below. In case of franchises, copy of contract between the bidder and franchise should be attached in addition to proof of address. For Resident engineers, identity proof and address proof for the location should be submitted.	min have direct presence with min 200+ locations with Service and support Engineers availability."	
6.	Eligibility Criteria	-	General query	Kindly add the clause " The bidder should have ISO certification 20000,27001 and 9001"	No change
7.	Eligibility Criteria	9	General query	Kindly request you to add" the bidder should have supplied to more than 200 branches in any two years from last 5 years. (Support Document with Single PO to be submitted"	No change



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8.	Bid Security (Earnest Money Deposit (EMD)) and cost Of Bid Document	13	For the purpose of calculation of EMD cost, the items are categorized as Category A and Category B. Those bidders who submit their bids for the items in Category A should submit EMD for an amount of Rs. 10,00,000/- (Rupees Ten lakhs only) and those who submit their bids for the items in Category B should submit EMD for an amount of Rs. 5,00,000/- (Rupees Five lakhs only). Those bidders who submit their bids for the items in both the categories (Category A and Category B) should submit EMD for an amount of Rs. 15,00,000/- (Rupees Fifteen lakhs only).	Since L1 is based on product category wise , request to mention the bid security as item wise and allow the bid participation in item wise instead of category A& B alone	<p><u>Amended clause</u></p> <p>Item wise breakup for EMD cost:</p> <table><tr><th>Item Name</th><th>EMD Cost</th></tr><tr><td>PC</td><td>4,00,000</td></tr><tr><td>Laptop</td><td>1,00,000</td></tr><tr><td>All in One PC</td><td>1,00,000</td></tr><tr><td>Server</td><td>4,00,000</td></tr><tr><td>136 Col Printer</td><td>50,000</td></tr><tr><td>80 Col Printer</td><td>1,50,000</td></tr><tr><td>Passbook Printer</td><td>1,00,000</td></tr><tr><td>Legal size Laser Printer</td><td>1,50,000</td></tr><tr><td>Flatbed Scanner</td><td>50,000</td></tr></table>	Item Name	EMD Cost	PC	4,00,000	Laptop	1,00,000	All in One PC	1,00,000	Server	4,00,000	136 Col Printer	50,000	80 Col Printer	1,50,000	Passbook Printer	1,00,000	Legal size Laser Printer	1,50,000	Flatbed Scanner	50,000
Item Name	EMD Cost																								
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9.	Relaxation for MSE/NSIC	14	MSE/NSIC registered bidders are exempted	The exemption is given only to MSE/NSIC. We would like you to	No change																				



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			from submitting the cost of bid document and bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period.	include MSME as well under the exemption.	
10.	Warranty & AMC	16	The items installed should be under a comprehensive onsite warranty for 36 months from the date of installation or for fortytwo (42) months after the date of receipt of shipment at the destination, whichever period concludes earlier. Onsite Comprehensive AMC has to be renewed for subsequent 2 years after warranty for all the items except for 2 in 1 Laptops.	Request Bank To Amend :-The items installed should be under a comprehensive onsite warranty for 36 months from the date of Invoice. Onsite Comprehensive AMC has to be renewed for subsequent 2 years after warranty for all the items except for 2 in 1 Laptops.	No change
				Requesting to change: The items installed should be under a comprehensive onsite warranty for 36 Months from the date of Installation or for Thirty Nine (39) Months after the date of receipt of shipment at the destination, whichever period concludes earlier. Extending 6 Months warranty from the date of delivery is too Long.	No change



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11.	Time Frame for Completion Of Project	16	<p>Delivery: Delivery of the equipments within five weeks from the date of purchase order and installation to be completed within one week from the date of delivery of the equipments or within six weeks from purchase order. In respect of road permit locations, additional one week for delivery shall be given.</p> <p>Place of Delivery: Will be informed at the time of placing order by the respective offices (Head Office/Bank"s 'Zonal Offices at various locations in India).</p>	<p>Kindly request you to consider the delivery period as 8 weeks given the current construct of Lock down.</p> <p>Request Bank To Amend :- Delivery: Delivery of the equipments within Six weeks from the date of acceptance of the purchase order and installation to be completed within Two weeks from the date of delivery of the equipments or within six weeks from purchase order. In respect of road permit locations, additional one week for delivery shall be given.</p> <p>Request to change the clause: Delivery of the equipments within five weeks from the date of purchase order and installation to be completed within 2 week from the date of delivery of the equipments or within 7 weeks from purchase order</p> <p>Request to change the delivery as 7 weeks from 5 weeks</p> <p>Kindly request you to consider "The start of the delivery period with be from the date of placing location wise orders"</p>	No change



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				<p>Due to this COVID-19 situation and lockdown, the transportation/courier service is not functional properly. This will continue for a couple of months more till the time Covid-19 pandemic comes under control across the country. In this situation, it will not be possible to arrange original documents pertaining to invoice, proof of dispatch, Installation note etc.</p> <p>Also the recommendation from Government of India and other ministries to various business establishments both in government, banking and private organizations is to make business transactions more and more contactless and by handling it digitally. In view of this we will submit the scan copy of all these documents digitally & request your acceptance for the same.</p> <p>1) Invoice 2) Delivery Challan/POD 3) Installation Note.</p>	



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12.	Terms of Payment	18	<p>(i) On Delivery: Eighty (80)% of the Purchase Order price of the delivered goods shall be paid within 15 days on submission of Invoice copy and proof of delivery duly counter signed by the Bank's representative, Original/Copy of Transit Insurance Policy & Original of Storage cum erection policy.(ii) On Installation: Fifteen (15) % of the Purchase Order price of Goods received shall be paid upon installation/configuration of hardware within 15 days on submission of Installation Certificate duly counter signed by the Bank's representative.</p> <p>(iii) The remaining 5% of the Purchase Order amount will be kept by the Bank as retention</p>	<p>Payment terms to be changed to 80% on Delivery and 20% on installation.</p> <p>In the event the customer insist on warranty penalty retention, please mention that we can give a 5% PBG</p> <p>PBG ensures protection of your interest of assured services. So, we request you to change the payment terms 80% on delivery, 10% on Installation & 10% against submission on PBG for 3yrs period for warranty instead of 5% retention Money.</p> <p>In Bank executives are keep changing, bidders are Really facing lots of challenges from the zonals/ branches to collect the 5% Retention money after warranty period.</p> <p>Request Bank To Amend :-</p> <p>(i) On Delivery: Eighty (80)% of the Purchase Order price of the delivered goods shall be paid within 15 days on submission of Invoice copy and proof of delivery duly counter signed by the Bank's representative, Original/Copy of Transit</p>	No change



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			<p>money, during the warranty period and the same will be released after the warranty period after deduction of penalty if any, as per the "Penalty for downtime" stipulated.</p>	<p>Insurance Policy & Original of Storage cum erection policy.</p> <p>(ii) On Installation: Fifteen (15) % of the Purchase Order price of Goods received shall be paid upon installation/configuration of hardware within 15 days on submission of Installation Certificate duly counter signed by the Bank"s representative.</p> <p>Payment will be released by Respective ZO/HO/CO only, And, if the systems could not be installed within 1 months from the date of delivery, due to reasons attributed to Purchaser i.e. (Indian Bank) on production of Site Not Ready Certificate from the concerned Zonal Office, where the systems are delivered. In such cases, the supplier has to install the systems as and when required by the Bank, free of cost. If Original/Copy of Transit Insurance Policy & Original of Storage cum erection policy is not submitted, payment will be made only after 1 months from</p>	



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				the date of delivery, after deducting the penalty amount as stipulated in clause 11. (iii) The remaining 5% of the Purchase Order amount will be kept by the Bank as retention money or on furnishing the Retention Money BG for early release of the amount, during the warranty period and the same will be released after the warranty period after deduction of penalty if any, as per the "Penalty for downtime" stipulated.	
13.	Liquidated Damages	17	If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of the Goods or	Liquidated damages to be calculated on un delivered portion of the goods.	No Change



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			unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the equipments are not delivered in time, the Bank may consider termination of the contract. The date of delivery of last item to a location will be taken as the date of delivery for entire set of system to that location, for the purpose of calculation of Liquidated Damages. For delivery/installation, the Liquidated Damages will be calculated on Invoice Value of each set of systems to a location.		
14.	Terms of Payment	18	Payment may be released if systems could not be installed	Payment may be released if systems could not be installed within 15 days from date of	No Change



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			within 3 months from date of delivery due to reasons attributed to Purchaser	delivery due to reasons attributed to Purchaser	
15.	Penalty for downtime	19	The item that is reported to be faulty / malfunctioning should be fully repaired on the same day, if no spares are required and on the next working day, if spares are required.	The item that is reported to be faulty / malfunctioning should be fully repaired on the same day, if no spares are required and on the next working day, if spares are required for Metro Cities like Chennai, Bangalore, Mumbai, Delhi & Kolkata and Tire 2 and Tire 3 cities should be 2-3 Business working days to ship the spares and complete the service.	No Change
16.	Insurance	19	If Insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the date of delivery then 0.1% of invoice value will be deducted from the payment for each insurance.	Kindly request to amend the clause as " If Insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the date of delivery then 0.05% of invoice value will be deducted from the payment for each insurance.	No Change
17.	Period of Validity of	20	Quote shall remain valid for the period of	Kindly request you exclude this point as the dollar fluctuation is	No Change



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	Bids		90 days after the last date for submission of bid prescribed by the Bank. A quote valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity, if required.	being erratic due to covid-19 situation	
18.	Settlement of Disputes	21	The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf	Following para to be added - Cost of Arbitration shall be borne by the parties equally.	No Change



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			shall be borne by each party itself.		
19.	Termination for default	22	The Bank, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part.	At least 30 days prior written notice to be given	<u>Amended clause</u> The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part.
20.	Force Majeure	23	1. The Supplier shall not be liable for forfeiture of its liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 2. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of	Clause to be modified as under:Force Majeure1. The Supplier shall not be liable for liquidated damages, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.	The Supplier shall not be liable for forfeiture of its liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 2. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, acts or actions of state/central government, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as



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			<p>the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.</p> <p>3. If a Force Majeure situation arises, the Supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Supplier shall continue to perform its</p>		<p>cause of force Majeure.</p> <p>3. If a Force Majeure situation arises, the Supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>



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			obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.		
21.	Confidentiality	23	The Supplier either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.	Clause to be modified as under: Confidentiality: The Supplier either during the term or for the period of 2 years after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.	No Change
22.	Fall clause	23	The Bidder undertakes that it has not supplied/is not supplying similar product/ systems/ subsystems/ services/ solutions/ software in a comparable business	Clause to be deleted	No Change



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			<p>circumstances at a price lower than that offered in the present bid in respect of any other public sector Bank in India/ PSU Ministry or Dept of Govt. of India any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems was supplied by the Bidder to any other Ministry/Dept of the Govt of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the preset case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.</p>		



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23.	-	-	General query	<u>Termination Right to be added for the Bidder as under-</u> Bidder/Service Provider may terminate this Agreement and / or any SOW upon written notice to the Bank if Bank commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the Bidder/Service Provider	Please adhere to tender terms and conditions
24.	-	-	General query	<u>Clause Limitation of Liability to be added as under:</u> Limitation of Liability:Notwithstanding the other provisions of this Agreement, In no event shall the either party be liable to the other party or any third party for a monetary amount greater than the Annual value of Agreement pursuant to RFP. Neither party shall be liable to the other party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that	Please adhere to tender terms and conditions



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				loss or damage arising. The limitations set forth in this section shall apply even if any other remedies fail of their essential purpose	
25.	-	-	General query	<p>Clause non Solicitation to be added as under;</p> <p>Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavor to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring</p>	Please adhere to tender terms and conditions



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				Party did not solicit such separation.	
26.	-	-	General query	Following lockdown clause to be added as under: In case for whatever reason the office is locked down due to unforeseen circumstances, then the buyer would make the payment in full to the extent of hardware cost and the value of services rendered.	Please adhere to tender terms and conditions
27.	Other terms and conditions	25	The rate contract fixed will be valid for a period of one year from the date of rate contract order issued. If agreed by both the bank and the vendor/s, the same shall be extended for further period of one year	The Seller will cover for Foreign Exchange (FX) variations of up to +/- 4% of the quoted exchange rate. Any variation beyond +/- 4% between the quoted exchange and the rate prevalent at the date of Invoice shall be to buyers account at Extra cost	No Change
28.	Additional clause	-	-	-	The relationship between the bank and successful bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant, or employer and employee between the bank and the successful bidder/s hereto or any affiliates or subsidiaries thereof or to



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					provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
29.	Rules For Web Portal Access	26-27	Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 4, however physical documents, to be submitted offline, can be submitted on the next working day up to the appointed time as mentioned in schedule 9. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.	-	Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 4, however physical documents, to be submitted offline, can be submitted on the next working day up to the appointed time as mentioned in schedule 4 (i.e. till 3.00 PM on the next working day). Extension/ advancement of submission date and time will be at the sole discretion of the Bank.



