



## CO: Information Technology Department

Date: 24.05.2022

**Amendments to the Pre-Bid Queries Ref: CO/ITD/374/R1/2022-23 dated 13.05.2022 - Request for Proposal for Supply, installation, configuration and maintenance of 145 Nos. of Apple iPads and accessories.**

S.No	RFP Clause	Query Raised	Amendment
1.	<p><b>Page No. 14- Point No. 3- Project milestone and time line</b></p> <p>iPads and accessories to be delivered and installed within 5 weeks from the date of purchase order.</p>	<p>1. Apple is having the manufacturing of iPad in multiple locations, and following the pandemic circumstances of COVID-19 there is possibility of delivery to be happen in 7 to 8 weeks. Kindly amend this clause as, <i>iPad and accessories to be delivered and Installed within 8 weeks from the date of purchase order</i></p> <p>2. Currently, there is stock constraint across India for the enquired iPad models due to lockdown imposed in the country where Apple's (OEM) manufacturing plant is located (which is outside India). So, any vendor will require 8-10 weeks time to complete the delivery &amp; installation. So, we request to kindly amend the delivery &amp; installation period to "8 to 10 weeks from the date of receipt of purchase order"</p>	<p>iPads and accessories to be delivered and installed within <b>7 weeks</b> from the date of purchase order.</p>
2.	<p><b>Page No. 16- Point No.12- Penalty for Downtime</b></p> <p>The item that is reported to be faulty / malfunctioning should be fully repaired on the same day, if no spares</p>	<p>Penalty of Downtime is applicable only for the DOA cases and not for the entire tenure.</p> <p>We required 3-5 working days to replace the product.</p>	<p>The item that is reported to be faulty / malfunctioning should be fully repaired on the same day, if no spares are required and <b>within 3 working days</b>, if spares are required. In case of vendor failing above standard, a standby arrangement should be provided till the machine is repaired (of</p>





Date: 24.05.2022

<p>are required and on the next working day, if spares are required. In case of vendor failing above standard, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Public Holidays as declared at the respective centers are excluded for the above downtime calculation. In case vendor fails to meet the above standards of maintenance, penalty of <b>Rs. 250/- per day*</b> will be levied.</p> <p><b>* Day means 4 or more hours in the first day and 24 hours or part thereof every subsequent day per occasion.</b></p> <p>Supplier can deposit the penalty with the Bank directly else the Bank shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty will not exceed more than 10% of the total contract value after which the Bank shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Supplier besides forfeiture of PBG. Supplier shall be liable to re-imburse the cost of such service / rectification to the Buyer.</p>		<p>equivalent or higher configuration). Public Holidays as declared at the respective centers are excluded for the above downtime calculation. In case vendor fails to meet the above standards of maintenance, penalty of <b>Rs. 250/- per day*</b> will be levied.</p> <p><b>* Day means 4 or more hours in the first day and 24 hours or part thereof every subsequent day per occasion.</b></p> <p>Supplier can deposit the penalty with the Bank directly else the Bank shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty will not exceed more than 10% of the total contract value after which the Bank shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Supplier besides forfeiture of PBG. Supplier shall be liable to re-imburse the cost of such service / rectification to the Buyer.</p>
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<p>3.</p>	<p><b>Page No. 16- Point No.10- Jurisdiction and Applicable Law</b></p> <p>The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai. Compliance with labour and tax laws, etc. will be the responsibility of the service provider at their cost.</p>	<p>-</p>	<p>The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai. Compliance with labour and tax laws, etc. <b>amended from time to time</b> will be the responsibility of the service provider at their cost.</p>
<p>4.</p>	<p><b>Page No. 20- Point No.21- Settlement of Disputes</b></p> <p>a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.</p> <p>b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give</p>	<p>-</p>	<p>a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.</p> <p>b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p>





Date: 24.05.2022

	<p>notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>c. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.</p> <p>d. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.</p> <p>The dispute resolution mechanism to be applied shall be as follows:</p> <p>(a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter</p>		<p>c. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.</p> <p><b>d. The place of arbitration shall be in Chennai India and the language of the arbitration proceedings shall be English</b></p> <p>e. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.</p> <p>The dispute resolution mechanism to be applied shall be as follows:</p> <p>(a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by</p>
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Date: 24.05.2022

	<p>arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.</p> <p>(b) If one of the parties fails to appoint its arbitrator within</p>		<p>the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.</p> <p>(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The</p>
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Date: 24.05.2022

	<p>30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) 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</p>		<p>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 shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.</p> <p>(f) Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> <li>• the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and</li> <li>• the Bank shall pay the supplier any monies due to the supplier.</li> </ul>
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	<p>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 shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.</p> <p>(f) Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> <li>the parties shall continue to perform their respective obligation under the contract</li> </ul>		<p>Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.</p>
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	<p>unless they otherwise agree; and</p> <ul style="list-style-type: none"> <li>the Bank shall pay the supplier any monies due to the supplier.</li> </ul> <p>Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.</p>		
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