



Corrigendum-1 to GeM Bid ref: GEM/2024/B/5186116 dated 20/07/2024 for Selection of consultant for "Divestment of Bank's entire stake in Canbank Factors Ltd along with other stake holders viz. SIDBI and Union Bank of India.

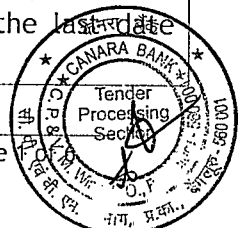
It is decided to amend the following in respect of the above RFP:

a. GeM bid document (Bid End date/ Bid Opening Date, Page no. 1 of 7):

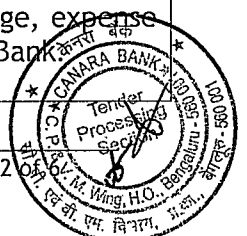
Description	Existing details	Amended details
Bid End Date/Time	12/08/2024, 15:00:00	<u>14/08/2024</u> , 15:00:00
Bid opening Date/Time	12/08/2024, 15:30:00	<u>14/08/2024</u> , 15:30:00

b.

Sl No	Section/Annexure/Appendix of GeM Bid	Clause No.	Existing Clause	Amended Clause
1.	Section B - Introduction	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.	<u>This clause stands deleted.</u>
2.	Section F - Ownership & Awarding of Contract	10. <u>Performance Security</u>	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 9 months from the acceptance of PO and shall be retained till the completion of Contract period. The guarantee should also contain an additional claim period of 2 months from the last date of validity	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 <u>6 months</u> from the acceptance of PO and shall be retained till the completion of Contract period. The guarantee should also contain an additional claim period of 2 months from the <u>last date</u> of validity



3.	Section E - Selection of Bidder	4. Bidders Presentation/ Site Visits/Product Demonstration/ POC	4. Bidders Presentation/ Site Visits/Product Demonstration/ POC	<u>This clause stands deleted.</u>
4.	Section G - General Conditions	12. Exit Management Plan	12. Exit Management Plan	<u>This clause stands deleted</u>
	SECTION G - GENERAL CONDITIONS	23. General Conditions to Contract	23.3 The BIDDER/VENDOR/SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no: RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.	<u>This clause stands deleted</u>
5.	Section G - General Conditions	13. Training and Handholding	13. Training and Handholding.	<u>This clause stands deleted</u>
6.	Section G - General Conditions	15. Business continuity plan	15. Business continuity plan	<u>This clause stands deleted</u>
7.	Appendix E	Proforma of Bank Guarantee for Contract Performance	Existing Proforma of Bank Guarantee for Contract Performance	<u>Amended Proforma of Bank Guarantee for Contract Performance attached with this Corrigendum.</u>
8.	SECTION G - GENERAL CONDITIONS	5. Responsibility for completeness	5.2 The selected bidder shall deliver the services as per Technical specification and Scope of Work described elsewhere in the RFP <u>and arrange for user level demo at selected bidder's cost as per accepted time schedules.</u> 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	5.2 The selected bidder shall deliver the services as per Technical specification and Scope of Work described elsewhere in the RFP. 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





			further charge, expense and cost to Bank.	
	Section C - Deliverable and Service Level Agreements	1. Project Timelines	1.6 If the Consultant fails to complete the assignment as per the time frame prescribed in the RFP, and the extensions if any allowed, it will be breach of contract. The Bank reserves its right to cancel the order in the event of delay and invoke the Performance Guarantee	1.6 If the Consultant fails to complete the assignment as per the time frame prescribed in the RFP and <u>no extension is allowed</u> , it will be breach of contract. The Bank reserves its right to cancel the order in the event of delay and invoke the Performance Guarantee

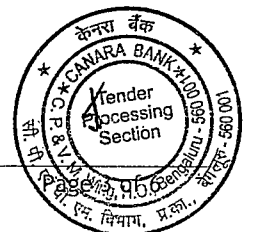
All the other instructions and terms & conditions of the above RFP shall remain unchanged.

Please take note of the above amendments while submitting your response to the subject RFP.

Date: 07/08/2024

Place: Bengaluru

  
Deputy General Manager





after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part of or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) as aforesaid or extend the period of the guarantee beyond the said day of \_\_\_\_\_ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- ii. This guarantee shall be valid upto \_\_\_\_\_ and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before \_\_\_\_\_ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

For and on behalf of

\_\_\_\_\_ BRANCH MANAGER SEAL ADDRESS PLACE

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows  
Name of the Bank: Canara Bank  
Name of the Branch: CPVM Wing  
IFSC Code: CNRB0000007

