

Corrigendum-1 to GeM Bid ref. no: GEM/2023/B/4395256 dated 26/12/2023 for Selection of Consultant for Extensive Review and Validation of ICAAP and Stress Test Policy/ Document/ Procedure of Canara Bank.

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

a. GeM bid document:

Sl No.	Section/Anne xure/Appendi x of GeM Bid	Clause No./ Sl. No.	Existing Clause	Amended Clause
1.	GeM bid document GEM/2023/B /4395256 dated 26/12/2023	Sl No 6. Buyer Added Bid Specific ATC.	Section C - Deliverable and Service Level Agreements 1. Project Timelines	Amended Clause attached with this corrigendum as 1. Amended Project Timelines
2.	GeM bid document GEM/2023/B /4395256 dated 26/12/2023	Sl No 6. Buyer Added Bid Specific ATC.	Section G - General Conditions 13. Indemnity	Amended Clause attached with this corrigendum as 13. Amended Indemnity

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: 09/01/2024 Place: Bengaluru



Deputy General Manager



SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Project Timelines

- 1.1. The Bidder should accept the Purchase Order within seven (7) days from the date of issuance of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall deem to have been accepted by the vendor.
- **1.2.** The entire scope of work and deliverables have to be designed, implemented and executed to Bank's satisfaction within 45 days' period starting from the date of Acceptance of purchase order.
- 1.3. The time of completion shall be vital to the Contract. The successful bidder shall complete the assignment as per the indicative timelines stipulated here below, which will be effective from the date of acceptance of the Purchase Order:

Phase Details	Activity Details	Timelines*	Cumulative weeks*
Phase - 1	Kick-off Session Meeting of Canara Bank team with Consultant's team to discuss on work plan, milestones and implementation plan for review and assessment of ICAAP and Stress Test Exercise.	Within 7 days from the acceptance of the Purchase Order	7 Days
Phase - 2	Detailed Analysis report Detailed assessment as per the scope of the work.	24 Days <u>from</u> the completion of Phase -1.	31 Days
Phase - 3	Draft Report Draft report on ICAAP and Stress Test framework of the Bank.	7 Days <u>from the</u> <u>completion</u> <u>of</u> <u>Phase -2.</u>	38 Days
Phase - 4	Final Report Submission of Final report.	7 days <u>from the</u> completion of Phase -3.	45 Days

*Note: The timelines (both start date and the end date for each phase except the starting date of Phase-1) as mentioned is tentative and may vary as per the requirement of the Bank, which can be finalized on mutual discussion and vendor has to take concurrence from the Bank.

- 1.4. The bidder shall indicate the duration of all the activities in the form of a Gantt chart in conformity with stipulated time of completion of work. This Chart shall be discussed and finalized and shall form an integral part of the Contract and will also be linked with the payments proposed to be made.
- 1.5. The Bank will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations in this regard.
- 1.6. The bids received and accepted will be evaluated by the Bank to ascertain the best quality and competitive bid in the interest of the Bank. However, the Bank does not bind itself to accept any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Bank reserves the right to re-tender the RFP with or without modifications.

Canara Bank, IT Wing, Corrigendum-1 to GEM/2023/B/4ក្រាំដូច្រីកំណុំated 26/12/2023

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- 1.7. The Bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.
- **1.8.** The selected bidders shall submit the acceptance of the assignment within 7 days from the date of receipt of the assignment. No conditional or qualified acceptance shall be permitted.
- **1.9.** Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- **1.10.** Any extension/modification of the completion date due to unforeseen delays shall be by mutual consent.
- 1.11. 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 Bank Guarantee.
- **1.12.** Consultant must provide professional, objective and impartial advice at all times and hold the Bank's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- **1.13.** Bank shall reserve the right to change the timelines in order to comply with regulatory guidelines without any additional cost.





Section G - General Conditions

13. Amended Indemnity:

- 13.1. The BIDDER/VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - 13.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER;
 - 13.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the BIDDER/VENDOR/ SERVICE PROVIDER;
 - 13.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER.
- 13.2. The BIDDER/VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of service provided by them.
- 13.3. All Employees engaged by the BIDDER/VENDOR/ SERVICE PROVIDER shall be in sole employment of the BIDDER/VENDOR/ SERVICE PROVIDER and the BIDDER/VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the BIDDER/VENDOR/ SERVICE PROVIDER.
- 13.4. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities
- 13.5. BIDDER/VENDOR/ SERVICE PROVIDER aggregate liability shall be subject to an overall limit of the total Cost of the project.
- 13.6. The limits specified in above clauses shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or loss caused due to breach of confidential obligations or applicable data protection laws or commission of any fraud by the bidder or its employees or agents or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited

