

Corrigendum-1 to GeM Bid ref: GEM/2024/B/4452804 Dated 10/01/2024 for Selection of Vendor for Supply, Installation, Configuration & Maintenance of Heavy Duty Note Sorting Machines to the identified Currency Chests of Canara Bank.

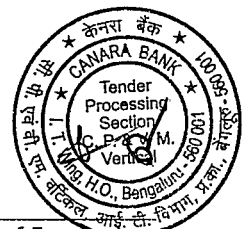
It is decided to amend the following in respect of the above RFP:

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

Description	Existing details	Amended details
Bid End Date/Time	02/02/2024, 15:00:00	<u>09/02/2024</u> , 15:00:00
Bid opening Date/Time	02/02/2024, 15:30:00	<u>09/02/2024</u> , 15:30:00

b.

Sl No.	Section/Annexure/Appendix of GeM Bid	Clause No./Sl. No.	Existing Clause	Amended Clause
1.	Section C - Deliverable and Service Level Agreements	1. Project Timelines	1.4.1. Delivery of Heavy Duty Note Sorting Machines - Within 5 Weeks from the acceptance of the Purchase Order	1.4.1. Delivery of Heavy Duty Note Sorting Machines - Within 6 Weeks from the acceptance of the Purchase Order
2.	Section C - Deliverable and Service Level Agreements	1. Project Timelines	1.4.2. Installation and Configuration of Heavy Duty Note Sorting Machines - 3 Weeks from the date of Delivery of hardware	1.4.2. Installation and Configuration of Heavy Duty Note Sorting Machines - 2 Weeks from the date of Delivery of hardware
3.	Section G - General Conditions	22. General Conditions to Contract:	22.3. 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.	The clause stands deleted



4.	Annexure-2	Pre-qualification Criteria	6. The Bidder should have successfully supplied at least 10 nos in single order of offered Model or Immediate Previous Model or equivalent model of offered model in line with Bank's requirement during the last 5 years from the date of RFP in any organization in Scheduled Commercial Banks in India/ Financial Regulatory bodies/ Foreign Banks.	6. The Bidder should have successfully supplied at least 10 no's in single order <u>or in cumulative orders in any one of the single FY to the same entity</u> of offered Model/s or Immediate Previous Model/s or equivalent model/s of offered model/s in line with Bank's requirement during the last 5 years from the date of RFP in any organization in Scheduled Commercial Banks in India/ Financial Regulatory bodies/ Foreign Banks.
5.	Annexure-3	Bidder's Profile	12. Domestic Customer Base (Number of Clients where Consultancy Service have been provided in India)	12. Domestic Customer Base (Number of Clients where Service have been provided in India)
6.	Annexure-3	Bidder's Profile	13. Details of Service Net Work Bengaluru: Mumbai:	13. Details of Service Net Work.
7.	SECTION C - Deliverable and Service Level Agreements	5. Penalties & Liquidated damages	Existing Clause	Amended clause attached with this corrigendum
8.	Section F - Ownership & Awarding of Contract	5. Award of Contract	Existing Clause	Amended clause attached with this corrigendum
9.	Section F - Ownership & Awarding of Contract	10. Performance Security	Existing Clause	Amended clause attached with this corrigendum

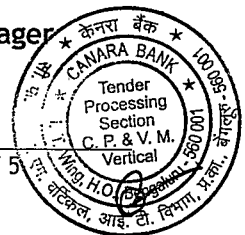
All the other instructions and terms & conditions of the above RFP shall remain unchanged.

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

Date: 01/02/2024

Place: Bengaluru

Deputy General Manager



SECTION C - Deliverable and Service Level Agreements

5. Penalties & Liquidated damages

5.1. Penalties/Liquidated damages for delay in Delivery, Installation and Configuration of HDNSM in all Locations is as under:

5.1.1. Non-compliance of the delivery timelines as per clauses 1.4 of Section C will result in the Bank imposing penalty 0.50% on delay in delivery per HDNSM, per week or part thereof, on the cost of HDNSM.

5.1.2. Non-compliance of the installation and configuration as per clauses 1.4 of Section C will result in the Bank imposing penalty 0.50% on delay in installation and configuration per HDNSM, per week or part thereof, on the value of the HDNSM.

5.1.3. However, the total Penalty/LD to be recovered under above clauses 5.1.1 & 5.1.2 shall be restricted to 10% of the total cost of HDNSMs as per (Table A of Annexure 15).

5.2. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

5.3. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

5.4. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

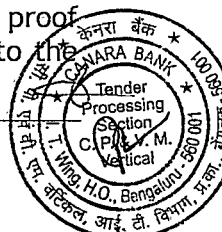
5.5. Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.

5.6. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions attributable to the staff of the selected bidder.

5.7. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Performance Security or otherwise from selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

5.8. All the above LDs are independent of each other and are applicable separately and concurrently.

5.9. LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure at the time of requesting payment.



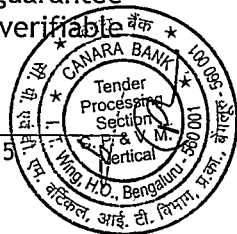
SECTION F - OWNERSHIP & AWARDING OF CONTRACT

5. Amended Award of Contract

- 5.1. The Bidder who is L1 after the reverse auction (RA) will be referred as the selected Bidder and Bank will notify the name of the selected Bidder/s in GeM portal.
- 5.2. The contract shall be awarded and the order shall be placed on selected Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 5.3. Bank may split the contract with the selected L1 bidder/s at its discretion as per the below terms:
 - 5.3.1. Between L-1, L-2 in the ratio 60:40 in case L-2 matching the rate of L1 price.
 - 5.3.2. In case L-2 refuse to match L-1 rate option will be given to L-3 to match the L1 rate and if L3 matches the L-1 rate, then the order will be split in the ratio 60:40 between L1 & L3 and so on to other L3, L4, L5 etc., in case L3, L4 etc., refuses to match the price.
 - 5.3.3. If no bidder matches the L1 rate, then 100% work will be awarded to L1 bidder.
- 5.4. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the selected Bidder.
- 5.5. In case of non-receipt of acceptance by the due date, the Purchase Order shall have deemed to have been accepted by the vendor.
- 5.6. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

10. Performance Security

- 10.1. The successful bidder should submit a Security Deposit / Performance Security equivalent to 5% of the Total Cost of Ownership (TCO) as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order.
- 10.2. If the Security Deposit / Performance Security is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the TCO will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 2.5% of the total order value.
- 10.3. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank).
- 10.4. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.



- 10.5. Security Deposit/Performance Security should be valid for Total Contract Period of 3 Years from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of 3 months from the last date of validity.
- 10.6. The selected Bidder shall be responsible for extending the validity date and claim period of the performance security as and when it is due, on account of incompleteness of the project and contract period.
- 10.7. The security deposit/ Performance Security will be returned to the bidder on completion of Contract Period.
- 10.8. The Bank shall invoke the Performance Security before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

