



## Canara Bank

Corrigendum-2 to GeM Bid ref. no. GEM/2023/B/3579907 dated 16/06/2023 for selection of service provider for setting up out bound call centers for internal follow-up at circle and regional offices of the bank.

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

Sl No.	Section/ Annexure/ Appendix of GeM Bid	Clause No.	Existing Clause	Amended Clause
1.	Section C- deliverable and service level agreements	2. Penalties & Liquidated damages	2.Existing Penalties and Liquidated damages	2.Ammended Penalties and Liquidated damages
2	Appendix-E	Appendix-E	Existing Appendix-E	Amended Appendix-E Existing

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

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

Date: 07/07/2023

Place: Bengaluru

Deputy General Manager



## 2. PENALTIES & LIQUIDATED DAMAGES

### 2.1. Penalties/Liquidated damages for delay in implementation as per the timelines for Segment of Assignment as mentioned in clause 1.3

2.1.1. The Bank will impose liquidated damages 0.5% of the total contract value per week or part thereof, for delay in not adhering to the time schedules for commitments under each activity under Clause 1.3. with the maximum cap of 10% of total contract value.

### 2.2. Penalties/liquidated damages for Agents:

#### 2.2.1. LOGIN HOURS:

182 hours /FTE per month to be achieved. If any Government Holiday for more than 3 Days pertaining to respective month declared by Bank and no data provided for outbound calling, then 174 hours can be considered per FTE. Payment shall be made according to number of login hours put in per FTE per month.

#### 2.2.2. SOFTWARE AVAILABILITY:

It refers to availability of vendor software(Dashboard/CRM)

Sl.No	% of Software Availability value for the month	Penalty
1	$\geq 99.75\%$	Nil
2	$\geq 99\%$ but $< 99.75\%$	1% of monthly billed amount
3	$\geq 98\%$ but $\leq 99\%$	2% of monthly billed amount
4	$< 98\%$	4% of monthly billed amount
5	$< 95\%$	7% of monthly billed amount
6	$< 90\%$	10% of monthly billed amount

#### 2.2.3. CALL QUALITY SCORE:

To measure the quality of calls being handled by the agents and ensure that certain standards are adhered to during the calls with respect to quality of information provided, diction, language, politeness etc, this shall be measured by scoring a random sample of calls on pre-defined parameters and script which would be shared by the Bank at an appropriate time. At least 15 calls per day shall be audited and should cover all agents at least once in a week.

Sl.No	Score on Call Quality Score	Penalty
1	$> 85\%$	Nil
2	Between 80% to 85%	5% of monthly billed amount
3	Between 75% to 80%	7% of monthly billed amount
4	$< 75\%$	10% of monthly billed amount



#### 2.2.4. DASHBOARD UPDATION /REPORT AVAILABILITY

The total calls made and responses received from branches (according to work allocated by respective RO/CO) to be updated on dashboard. The reports pertaining to status of calls made, responses received from branches and task completed are to be updated in the dashboard and reports to be made available to RO/CO/HO on real time basis. This parameter shall be used to measure the completion of task allotted by respective RO/CO/HO on daily basis.

Sl.No	Score on Dashboard Updation/ Report Availability /Task completed	Penalty
1	>98%	Nil
2	Between 95% to 98%	5% of monthly billed amount
3	Between 90% to 95%	7% of monthly billed amount
4	<90%	10% of monthly billed amount

#### 2.2.5. NUMBER OF CALLS MADE BY AGENT PER DAY

Minimum of Average 50 calls to be made per day per agent on daily basis.

Sl.No	No of Calls made by agent	Penalty
1	>=50	Nil
2	Between 30 to 49	5% of monthly billed amount
3	< 30	7% of monthly billed amount

#### 2.2.6. PENALTY FOR MAN-POWER REQUIREMENTS

Bank will also levy penalty in case the manpower strengths are not maintained as per Bank's requirement and/or the ratio of team structure at RO and CO is not maintained as specified in RFP. The penalty structure shall be of 2 types

- (i) The personnel do not meet the minimum qualifications as laid out by Bank for their designation/profile

For assessing this requirement, the Bank may conduct periodic sample checks of the Agents at any point of time. If any personnel are found not qualified as per requirement, penalty of 1% of the monthly bill amount for that month will be deducted. If more than 10% of the personnel are found not meeting the required qualifications, penalty of 5% of the monthly bill amount for that month will be deducted.



(ii) The number of agents including supervisors must be present as laid out by the Bank in RFP.

The number of agents (including supervisors) to be stationed at RO/CO has been detailed in RFP. Following shall be structure of penalty:

Sl.No	% of Average no of Agents present in a month	Penalty
1	>80%	Nil
2	Between 75% to 80%	5% of monthly billed amount
3	<75%	10% of monthly billed amount

#### 2.2.7. OVERALL PENALTY:

The overall cap on monthly penalty of all above points shall be levied up to a maximum of 10% of monthly bill amount. However, if the maximum penalty limit is reached continuously for 2 billing months, then the penalty for the third month shall be levied at actuals or 25% of the monthly billed amount whichever is lower. To encourage better performance, the cap on monthly penalty shall be restored to 10% of the monthly billing amount if there is improvement in the performance under above parameters in the subsequent months.

- 2.3. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the selected bidder.
- 2.8. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from the 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.

- 2.9. All the above LDs are independent of each other and are applicable separately and concurrently.
- 2.10. 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.



Amended Appendix-E

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To :

The Deputy General Manager,  
Canara Bank,  
IT Wing, Head Office,  
Naveen Complex, 14 M G Road  
BENGALURU

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to .....(Description of RFP)as per their Contract dated \_\_\_\_\_with you (hereinafter referred to as "the CONTRACT" )

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause \_\_\_\_\_ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE)"

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, \_\_\_\_\_and local office at \_\_\_\_\_, India have agreed to issue the PERFORMANCE GUARANTEE,





THEREFORE WE (Name of the issuing Bank) through our local office at \_\_\_\_\_ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) an amount equivalent to 10 % of the Contract Price plus GST against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and 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 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 uncancelled 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 \_\_\_\_\_ 2023.

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: IT Wing  
IFSC Code: CNRB0000007



