

CORRIGENDUM FOR Tender Reference Number: CO:DIT:PUR:2021-22:324

S.No	Document	Page#	Clause No.	Existing Clause	Revised Clause
1	RFP	6	2.1	Last Date and Time for receipts of tender offers 28th May, 2021 at 15:00 HRS	Last Date and Time for receipts of tender offers 11th June, 2021 at 15:00 HRS
2	RFP	6	2.1	Time & Date of Opening of technical bids 28th May, 2021 at 15:30 HRS	Time & Date of Opening of technical bids 11th June, 2021 at 16:00 HRS
3	RFP	7 & 8	Para No.9	Bank may accept bank guarantee in lieu of Earnest Money for an equivalent amount valid for 120 days from the last date of bid submission and issued by any scheduled commercial bank in India (Annexure-16) . The Bank will not pay any interest on the Bid security. Alternatively, bidders can pay the Bid Security amount through NEFT in the account no. 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration “Tender ref no -----”-	Bank may accept bank guarantee in lieu of Earnest Money for an equivalent amount valid for 120 days from the last date of bid submission and issued by any scheduled commercial bank in India (Annexure-16), other than Central Bank of India . The Bank will not pay any interest on the Bid security. Alternatively, bidders can pay the Bid Security amount through NEFT in the account no. 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration “Tender ref no Tender CO:DIT:PUR:2021-22:324 ”
4	RFP	14	4.2	• Bid Security / Earnest Money Deposit: “Earnest Money Deposit” Rs.50,000/-(Rs. Fifty thousand only) shall be paid through NEFT (National Electronic Fund Transfer) favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Central Bank of India) located in India, in the format provided in the RFP (Annexure 14 -Bid Security Letter). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India)	• Bid Security / Earnest Money Deposit: “Earnest Money Deposit” Rs.50,000/-(Rs. Fifty thousand only) shall be paid through NEFT (National Electronic Fund Transfer) favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Central Bank of India) located in India, in the format provided in the RFP (Annexure 14 -Bid Security Letter). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India) • In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of valid MSME certificate copy. • Start-ups (which are not MSEs) are exempted only from Bid security amount.

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5	RFP	22	4.5	4.5. Proposal Process Management Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole. No Bidder is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes. Bank has every right to award the contract even if only one Bidder is eligible after technical evaluation	4.5. Proposal Process Management Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes. Bank has every right to award the contract even if only one Bidder is eligible after technical evaluation
6	RFP	29	Para No.6	Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.	Indemnity would be limited to damages as claimed by Bank, and in case of refusal of bidder to pay as claimed by bank, as decided by the arbitration award and shall exclude indirect, consequential and incidental damages. The Successful Bidder's liability to indemnify the bank in case of claims against the Bank resulting from misconduct or gross negligence of the Successful Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be on actual basis without any limit. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
7	RFP	34	5.1	5.10 Guarantees Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal and the application/ software is free from embedded malicious/ fraudulent code. Confirmation/ Undertaking should be submitted to this effect	5.10 Guarantees Bidder shall guarantee that the software and allied components used to service the Bank are licensed and legal and the application/ software is free from embedded malicious/ fraudulent code. Confirmation/ Undertaking should be submitted to this effect

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8	RFP	34	5.11	In such a case, the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem. Notwithstanding the above, the decision of the Bank shall be final and binding on the Bidder.	In such a case, the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem. Notwithstanding the above, the decision of the Bank regarding whether a particular event claimed by the bidder is a force majeure event, shall be final and binding on the Bidder.
9	RFP	35	5.12	If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D. or (iii) the business date of receipt, if sent by courier.	If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly served on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) On the date of signing of the acknowledgment by the receiver, or (iii) the business date of receipt, if sent by courier.
10	RFP	41	5.2	Bank has appointed Two Independent External Monitors (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows: Dr. Kishore Kumar Sansi [mail: kishoresansi1@gmail.com] - Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]	Bank has appointed One Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID is as follows: Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

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11	RFP	44 & 45	5.31	5.31. INDEPENDENT CONTRACTOR The Bidder shall perform its obligations under this Agreement as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services, after taking prior approval in writing from the Bank. Neither this Agreement nor the Bidder's performance of obligations under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party. This Agreement does not intent create, constitute or evidence any partnership, joint venture, trust or employer/employee relationship amongst the Parties and constitutes an agreement between principals. None of the Parties shall be entitled to make, or allow to be made, any representation that any such relationship exists between the Parties. Other than the relationship of sponsor and the consequent inter-se rights and obligations between the Bank, in relation to this Agreement, the right of a Party to act on behalf of the other Party for, or to incur any obligation on behalf of, the other Party, is limited to the manner provided in this Agreement.	5.31. INDEPENDENT CONTRACTOR The Bidder shall perform its obligations under this Agreement as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services, after taking prior approval in writing from the Bank. Neither this Agreement nor the Bidder's performance of obligations under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party. This Agreement does not intend to create, constitute or evidence any partnership, joint venture, trust or employer/employee relationship amongst the Parties and constitutes an agreement between principals. None of the Parties shall be entitled to make, or allow to be made, any representation that any such relationship exists between the Parties.
12	RFP	47	6.1 Sr. No.2	The bidder must have an average annual turnover of Rs.10 Crore (Rupees Ten Crores) or above per annum (from Indian operations only) for last 3 completed financial years (i.e. 2017-18, 2018-19 and 2019-20).	The bidder must have an average annual turnover of Rs 5 Crore (Rupees Five Crores) or above per annum (from Indian operations only) for last 3 completed financial years (i.e. 2017-18, 2018-19 and 2019-20).
13	RFP	48	6.1 Sr. No.5	The bidder must been operational in India for minimum of five (5) years as on the date of RFP.	The bidder must been operational in India for minimum of Three (3) years as on the date of RFP.

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14	RFP	Annexure 13	Integrity Pact	Section 8 – Independent External Monitor / Monitors 3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.	Section 8 – Independent External Monitor / Monitors 3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. In case of sub-contracting , the Principal contractor shall take the responsibility of the adoption of the Integrity Pact by the sub- contractor.
15	RFP	Annexure 13	Integrity Pact	Section 8 – Independent External Monitor / Monitors 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.	Section 8 – Independent External Monitor / Monitors 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.
16	RFP	Annexure 2	Eligibility Criteria Sr. No.2	The bidder must have an average annual turnover of Rs.10 Crore (Rupees Ten Crores) or above per annum (from Indian operations only) for last 3 completed financial years (i.e. 2017-18, 2018-19 and 2019-20).	The bidder must have an average annual turnover of Rs.5 Crore (Rupees Five Crores) or above per annum (from Indian operations only) for last 3 completed financial years (i.e. 2017-18, 2018-19 and 2019-20).
17	RFP	Annexure 2	Eligibility Criteria Sr. No.5	The bidder must been operational in India for minimum of five (5) years as on the date of RFP.	The bidder must been operational in India for minimum of Three (3) years as on the date of RFP.
18	RFP (Addendum)	57	Requirement of	The General Financial Rules (GFRs), 2017	(a) Para 1 of Order (Public Procurement No. 1) dated 23-7-2020 and other relevant provisions are as follows:

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			Registration		i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority. ii. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process. iii. “Bidder from a country which shares a land border with India” for the purpose of this Order means: - a. An entity incorporated, established, or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. iv. The beneficial owner for the purpose of (iii) above will be as under. 1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

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					(b) Explanation – a. “Controlling ownership interests” means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company. b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements. 2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership. 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals. 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official. 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. v. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.