

Corrigendum-2 to GeM Bid ref. no. GEM/2022/B/2410584 dated 06/08/2022 for Implementation, Configuration, Integration, Commissioning and Maintenance of Automated Active Monitoring for Online Channels in Canara Bank for 3 years.

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


Sl. No.	Section/ Annexure/ Appendix of the GeM bid	Clause No.	Existing	Amended
a.	Buyer Added Bid Specific Terms and Conditions 8. Buyer Added Bid Specific ATC	14. Penalties & Liquidated damages.	Existing Clause	The amended clause for Penalties & Liquidated damages is attached to this corrigendum as 14. Penalties & Liquidated damages (Amended) .

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: 19/08/2022

Place: Bengaluru


Deputy General Manager



14. Penalties & Liquidated damages (Amended)

14.1. Penalties/Liquidated damages for delay in Delivery and Installation of Solution/Software would be as under:

14.1.1. Non-compliance of the Implementation, Configuration, Integration, Commissioning of the Solution as per clause 8.4 will result in imposing penalty of 0.50% on delay in delivery per week or part thereof plus GST by the Bank on the invoice value (exclusive of Taxes) location/office address wise.

14.1.2. However, the total Penalty/LD to be recovered under clause 14.1.1 shall be restricted to 5% of the total value of the order (exclusive of Taxes) plus GST.

14.2. Penalties/Liquidated damages for not maintaining uptime:

14.2.1. If the selected bidder fails to maintain the guaranteed Uptime or non-reporting of instances during contract period, the penalty for Uptime/non-reporting will be deducted as under:

Level of availability calculated on monthly basis	Penalty Amount
99.90% and above	No penalty
98.90% to 99.89%	0.10% (plus GST) on purchase order value (exclusive of taxes) for every hour or part thereof.
97.90% to 98.89%	0.20% (plus GST) on purchase order value (exclusive of taxes) for every hour or part thereof.
96.90% to 97.89%	0.30% (plus GST) on purchase order value (exclusive of taxes) for every hour or part thereof.
96.50% to 96.89%	0.40% (plus GST) on purchase order value (exclusive of taxes) for every hour or part thereof.

14.2.2. The maximum penalty levied under above clause 14.2.1 shall not be more than 10% (Plus GST) of total value of the order (exclusive of taxes) for the respective month for which the invoice is raised.

14.2.3. If monthly non-reporting is less than 96.50%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this GeM or AMC/ATS and invoke PBG, if contracted. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder. (including AMC/ATS payments).

14.2.4. If monthly uptime is less than 96.50% in three consecutive months, bank may at its sole discretion blacklist the bidder in addition to imposing penalty and invoking the bank guarantee.

14.3. Penalties/Liquidated Damages for non-performance: If the selected bidder does not meet the specifications of the GeM bid during various tests, the selected bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.

- 14.4. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 14.5. 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.
- 14.6. 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.
- 14.7. 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.
- 14.8. 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.
- 14.9. 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 Bank Guarantees 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.
- 14.10. All the above LDs are independent of each other and are applicable separately and concurrently.
- 14.11. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

