



Corrigendum-3 to GeM Bid ref: GEM/2022/B/2683827 dated 03/11/2022 for Supply, Installation, Implementation, Roll Out, Operations and Maintenance of Robotic Process Automation (RPA) solution in Canara Bank for 5 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.	<u>Additional Terms and Conditions (ATC)</u>	Annexure-1 Scope of Work	<p>3. Security Features:</p> <p>d. The web / URL access to the Assignment-Execution-Monitoring utility / Control Room / Orchestrator of the proposed solution should be through HTTPS, be accessible from Bank's network / premises only, and should not be disclosed to any other external network / web. The Bidder has to obtain and install appropriate SSL Certificates with appropriate encryptions as required anywhere in the proposed solution for the entire Contract Period.</p>	<p>3. Security Features:</p> <p>d. The web / URL access to the Assignment-Execution-Monitoring utility / Control Room / Orchestrator of the proposed solution should be through HTTPS, be accessible from Bank's network / premises only, and should not be disclosed to any other external network / web.</p>
b.	<u>Additional Terms and Conditions (ATC)</u>	Annexure-2 Technical Requirements	<p>SYSTEM SUPPORT:</p> <p>34. The offered solution should have support for the following client side features:</p> <p>1. Operating Systems: Windows 7, Windows 8, Windows 10 and above.</p> <p>2. Internet Browsers:</p> <p>a) IE 9, 10, 11 and above.</p> <p>b) Google Chrome Version 51 and above.</p> <p>c) Mozilla Firefox version 47 and above.</p>	<p>SYSTEM SUPPORT:</p> <p>34. The offered solution should have support for the following client side features:</p> <p>1. Operating Systems: Windows 7, Windows 8, Windows 10 and above.</p> <p>2. Internet Browsers:</p> <p>a) Google Chrome Version 51 and above.</p> <p>b) Mozilla Firefox version 47 and above.</p>





c.	<u>Additional Terms and Conditions (ATC)</u>	Annexure-2 Technical Requirements	INFRASTRUCTURE: 18. Only single client installation is required irrespective of the number of processes being run through that endpoint (both fully automated and assisted automation).	INFRASTRUCTURE: 18. <u>Single or Multi Bot should work in client system irrespective of the number of processes being run through that endpoint (both fully automated and assisted automation and In case of Multi bot, all bots should run concurrently).</u>
d.	<u>Additional Terms and Conditions (ATC)</u>	Annexure-11 Bill of Material	Existing clause	The amended Bill of Material is attached to this corrigendum as amended Annexure-11.
e.	<u>Additional Terms and Conditions (ATC)</u>	21. Scope involved during Contract period including Warranty and AMC/ATS (if contracted):	21.7 Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.	21.7 Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version. <u>(For RPA solution license may be perpetual or annual subscription basis).</u>
f.	<u>Additional Terms and Conditions (ATC)</u>	19. Penalties & Liquidated Damages	Existing clause	The amended Penalties & Liquidated Damages terms is attached to this corrigendum as Annexure-A.
g.	<u>Additional Terms and Conditions (ATC)</u>	20. Payment terms	Existing clause	The amended Payment terms is attached to this corrigendum as Annexure-B.

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: 28/11/2022

Place: Bengaluru

Deputy General Manager



Bill of Material

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Supply, Installation, Implementation, Roll Out, Operations and Maintenance of Robotic Process Automation (RPA) solution in Canara Bank for 5 years.

Ref: GeM Bid: GEM/2022/B/2683827 dated 03/11/2022.

Notes

1. These details should be on the letterhead of bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. Please be guided by GeM bid terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
3. Do not change the structure of the format nor add any extra items.
4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Table -A

Price details for Hardware/Software for Implementing Robotic Process Automation Solution in Canara Bank

[Amount in Indian Rupees]

Sl. No.	Requirement Details	Unit Price with Three years Comprehensive onsite warranty and support (Excl. of Tax) for RPA Solution	Quantity	Total Cost with Three years Comprehensive onsite warranty and support (Excl. of Tax) for RPA Solution	Tax for Column C		Total Cost with Three years Comprehensive onsite warranty and support (Incl. of tax) for RPA Solution
		a		c=a*b	d %tax	e Tax Amt.	f=c+e
1.	Hardware/ Appliance including OS & other software for RPA Solution for DC (specify the list of items serially)						
2.	Hardware/ Appliance including OS & other software for RPA Solution for DR (specify the list of items serially)						
3.	Cost of Database Licenses (In case proposed database is Oracle then, Database cost to be indicated as Zero)						
4.	Any other Software / Licenses						
5.	One time Implementation Charges covering all functional requirements.						
6.	Total Cost for Hardware/Software including licenses etc. for Robotic Process Automation Solution (Sum of column f of rows 1,2,3,4 and 5)						

Bidder has to provide the adequate quantity of items in Column-b of Table-A as required to cover the entire Scope of Work and Technical Requirements as mentioned in the document.

Bidder has to provide the details of all items quoted such as Hardware, Storage, Software, Middleware, Database, Operating System, Licenses, etc. along with its specification details in the as per Annexure-2(B).

Table -B

Post Warranty AMC/ATS Calculation Table

[Amount in Indian Rupees]

Sl. No.	Description	Post Warranty AMC/ATS Charges year wise					
		4 th Year	5 th Year	Total AMC/ATS for Two Years (Excl. of Tax)	Tax for Column C		Total AMC/ATS for Two Years (Incl. of Tax)
		AMC/ATS Charge (Excl. of tax)	AMC/ATS Charge (Excl. of tax)				
		a	b	c=a+b	d %tax	e Tax Amt.	f=c+e
1.	Hardware/ Appliance including OS & other software for RPA Solution for DC (specify the list of items serially)						
2.	Hardware/ Appliance including OS & other software for RPA Solution for DR (specify the list of items serially)						
3.	Database Licenses (In case proposed database is Oracle then, Database cost to be indicated as Zero)						
4.	Any other Software/ Licenses						
5.	Total Cost for AMC/ATS (Sum of column f of rows 1,2,3 and 4)						

Table -C

Enterprise License Cost of proposed RPA Solution for 5 years contract period for Annual Subscription/ Perpetual Basis

a. Table C.1 for Annual Subscription Basis:

[Amount in Indian Rupees]

Sl. No.	Requirement Details (Component of RPA solution at DC and DR with enterprise wide licenses as per annexure-1 and annexure-2)		Unit Price first year [Excl. of taxes]	Unit Price second year [Excl. of taxes]	Unit Price third year [Excl. of taxes]	Unit Price fourth year [Excl. of taxes]	Unit Price fifth year [Excl. of taxes]	Qty.	Total cost for 5 years (excl. of tax)	Tax for Column g		Total cost for 5 years (Inclusive of taxes)
			a	b	c	d	e					
								f	g=(a+b+c+d+e)xf	h (%tax)	i Tax Amt.	j=g+i
1.	Assignment, execution, monitoring utility / Control room/ Orchestrator	DC										
		DR										
2.	Bot Design/ Creator/ Development Studio	DC										
		DR										
3.	Unattended Bot	DC										
		DR										
4.	Attended Bot	DC										
		DR										
5.	Any Other	DC										
		DR										
6.	Total Cost of Enterprise Licenses of proposed RPA Solution (Sum of column j of rows 1,2,3,4 and 5)											



b. Table C.2 for Perpetual Basis:

[Amount in Indian Rupees]

Sl. No.	Requirement Details (Component of RPA solution at DC and DR with enterprise wide licenses as per annexure-1 and annexure-2)		Unit Price [Excl. of taxes]	Other Charges for second year(if any) [Excl. of taxes]	Other Charges for third year(if any) [Excl. of taxes]	Other Charges for fourth year(if any) [Excl. of taxes]	Other Charges for fifth year(if any) [Excl. of taxes]	Qty.	Total cost for 5 years (excl. of tax)	Tax for Column g		Total cost for 5 years (Inclusive of taxes)
			a	b	c	d	e	f	g=(a+b+c+d+e)xf	h (%tax)	i Tax Amt.	j=g+i
1.	Assignment, execution, monitoring utility / Control room/ Orchestrator	DC										
		DR										
2.	Bot Design/ Creator/ Development Studio	DC										
		DR										
3.	Unattended Bot	DC										
		DR										
4.	Attended Bot	DC										
		DR										
5.	Any Other	DC										
		DR										
6.	Total Cost of Enterprise Licenses of proposed RPA Solution (Sum of column j of rows 1,2,3,4 and 5)											

Note: (1) Bidder has to quote either on Annual subscription basis or on perpetual basis. Bidder shall be liable for disqualification if bidder quotes for both Annual subscription basis and perpetual basis.

(2) Please mention quantity and unit price of each item DC-DR wise whenever required. The addition/ deletion of license (optional) will be availed by the Bank based on the requirement of licenses during the contract period of five years. Bank shall intimate the same as and when the requirement arises. In case of any license additions/ deletions between contract period, the pro-rated payments for such licenses cost quoted above will be released on its acceptance sign-off, from the month of such resources addition/ deletion till the remaining period.

Table -D
Charges for Onsite Resources

[Amount in Indian Rupees]

Sl. No.	Requirement Details	Charges Per month per resource [Excl. of taxes]	No. of Resources	No. of Months	Charges for 60 months [Excl. of taxes]	Tax for Column C		Total Charges for 60 Months [Incl. of taxes]
		a	n	b	c=a*b*n	d %tax	e Tax Amt.	f=c+e
1.	24x7 L1 Onsite Resources at Bangalore for Robotic Process Automation Solution from go-live date (One resource per 8 hours shift)		3	60				
2.	L2 resource as per annexure 1 at Bangalore for Robotic Process Automation Solution from go-live date		1	60				
3.	Total Cost of Onsite Resources (Sum of column f of rows 1 and 2)							



Note: The addition/ deletion of resource (optional) will be availed by the Bank based on the requirement of resources during the contract period of five years. Bank shall intimate the same as and when the requirement arises. In case of any resource addition/ deletion between contract period, the pro-rated payments for such resources cost quoted above will be released on its acceptance sign-off, from the month of such resources addition/ deletion till the remaining period.

Table-E
Total Cost of Ownership for 5 years Contract Period

[Amount in Indian Rupees]

Sl. No.	Details	Total Cost of Ownership [inclusive of tax]
1.	Total Cost for Hardware/Software including licenses etc. for Robotic Process Automation Solution as per Table-A [Total of Column f]	
2.	Total Cost for AMC/ATS as per Table-B [Total of Column f]	
3.	Total Cost of Enterprise Licenses of proposed RPA Solution either on Annual Subscription(as per Table C.1 (Total of Column j)) or on Perpetual Basis(as per Table C.2 (Total of Column j) of Table-C	
4.	Total Cost of Onsite Resources as per Table-D [Total of Column g]	
5.	Total Cost of Ownership for RPA Solution [Sum of row 1, 2, 3 and 4 of the Table-E]	

Undertaking

- i. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through GeM bid clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- v. We are agreeable to the payment schedule as per "Payment Terms" of the GeM bid.
- vi. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

Date

Signature with seal

Name :

Designation :

Amended Penalties & Liquidated damages

1. Penalties & Liquidated damages

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

1.1.1. Non-compliance of the Supply/delivery as per clause 10.2.1. of the ATC document will result in imposing penalty of 0.50% on delay in delivery per week or part thereof by the Bank on the total cost for Hardware/Software including licenses etc. for Robotic Process Automation Solution per location/office address wise as per Table-A of the amended annexure-11.

1.1.2. Non-compliance of the Supply/delivery of Robotic Process Automation Software solution as per clause 10.2.2. of the ATC document will result in the imposing penalty of 0.50% on delay in delivery per week or part thereof by the Bank on the total cost for Hardware/Software including licenses etc. for Robotic Process Automation Solution per location/office address wise as per Table-A of the amended annexure-11.

1.1.3. However, the total Penalty/LD to be recovered under clause 1.1.1. & 1.1.2. shall be restricted to 5% of the total cost for Hardware/Software including licenses etc. for Robotic Process Automation Solution per location/office address wise as per Table-A and Total Cost of Enterprise Licenses of proposed RPA Solution as per Table-C of the amended annexure-11 excluding AMC/ATS charges(if any), onsite resource charges(if any).

1.2. Penalties/Liquidated damages for delay in Installation and Commissioning of Hardware and Solution/Software would be as under:

1.2.1. Non-compliance of the Installation, Configuration, Integration and Commissioning of Hardware Appliance as per clause 10.3.1. of the ATC document will result in imposing penalty of 0.50% on delay in Installation and Commissioning per week or part thereof by the Bank on the total cost for Hardware/Software including licenses etc. for Robotic Process Automation Solution per location/office address wise as per Table-A of the amended annexure-11.

1.2.2. Non-compliance of the Installation, Configuration, Integration and Commissioning of Robotic Process Automation Software solution as per clause 10.3.2. of the ATC document will result in imposing penalty of 0.50% on delay in Installation and Commissioning per week or part thereof by the Bank on the total cost for Hardware/Software including licenses etc. for Robotic Process Automation Solution per location/office address wise as per Table-A of the amended annexure-11.

1.2.3. However, the total Penalty/LD to be recovered under clause 1.2.1. & 1.2.2. shall be restricted to 5% of the total cost for Hardware/Software including licenses etc. for Robotic Process Automation Solution per location/office address wise as per Table-A and Total Cost of Enterprise Licenses of proposed RPA Solution as per Table-C of the amended annexure-11 excluding AMC/ATS charges(if any), onsite resource charges(if any).

1.3. Penalties/Liquidated damages for delay in project timelines of RPA Solution would be as under:

- 1.3.1. Non-compliance of the project timelines as mention in clause 10.4.1. of the ATC document will result in imposing penalty of 0.50% on delay in project timelines per week or part thereof by the Bank on the total cost for Hardware/Software including licenses etc. for Robotic Process Automation Solution per location/office address wise as per Table-A and Total Cost of Enterprise Licenses of proposed RPA Solution as per Table-C of the amended annexure-11.
- 1.3.2. However, the total Penalty/LD to be recovered under above clause 1.3.1. shall be restricted to 5% of the total cost for Hardware/Software including licenses etc. for Robotic Process Automation Solution per location/office address wise as per Table-A and Total Cost of Enterprise Licenses of proposed RPA Solution as per Table-C of the amended annexure-11 excluding AMC/ATS charges(if any), onsite resource charges(if any).

1.4. Penalties/Liquidated damages for not maintaining uptime:

- 1.4.1. If the selected bidder fails to maintain the guaranteed monthly uptime of 99.50% for the solution as specified in Annexure-1 (Scope of Work) and Annexure-2 (Technical requirements) during Warranty and AMC/ATS period (if contracted), the penalty for monthly Uptime will be deducted as under:

Level of availability calculated on monthly basis	Penalty Amount
99.50% and above	No penalty
Above 98.50% and below 99.50%	0.10% of Total Cost* (exclusive of GST) for every hour or part thereof.
Above 97.50% and upto 98.50%	0.20% of Total Cost* (exclusive of GST) for every hour or part thereof.
Above 96.50% and upto 97.50%	0.30% of Total Cost* (exclusive of GST) for every hour or part thereof.
Above 95.50% and upto 96.50%	0.40% of Total Cost* (exclusive of GST) for every hour or part thereof.
Less than 95.50%	0.50% of Total Cost* (exclusive of GST) for every hour or part thereof.

*Total Cost of the hardware, software and solution as per Table-A of the amended annexure-11 excluding AMC/ATS(if any), onsite resources charges(if any).

- 1.4.2. The maximum penalty levied shall not be more than 10% of the total cost of Total Cost for Hardware/Software including licenses etc. for Robotic Process Automation Solution per location/office address wise as per Table-A of the amended annexure-11 (exclusive of GST) during warranty period and 25% of the Annual AMC/ATS charges (exclusive of GST) during AMC/ATS period.
- 1.4.3. If monthly uptime is less than 95.50%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this GeM bid and invoke PBG. The right of termination shall be in addition to the penalty.

The above penalty shall be deducted from any payments due to the selected bidder during contract period (including AMC/ATS payments).

- 1.5. **Penalties/liquidated damages for Onsite resources:** In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% of the quarterly Resident resource charges (Excl. of GST) payable to the selected bidder for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% of the total quarterly charges (exclusive of GST) payable for Resident Resources.
- 1.6. **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.
- 1.7. All the Penalties/Liquidated Damages mentioned in the above clauses are independent with each other.
- 1.8. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 1.9. 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.
- 1.10. 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.
- 1.11. 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.
- 1.12. 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.
- 1.13. 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.
- 1.14. All the above LDs are independent of each other and are applicable separately and concurrently.
LD is not applicable for the reasons attributable to the Bank and Force Majeure.

Amended Payment Terms

2. Payment terms

The payment schedule will be as under and will released after execution of contract agreement:

2.1. Payment schedule for required Hardware/ Software for Robotic Process Automation solution with required OS, Database License and other Licenses etc. will be as under:

Sl. No.	Description of Items and services	Reference in Amended Annexure-11 i.e. Bill of Material	Payment terms
a.	Hardware/Appliance including OS for DC & DRC Locations.	Line item no. 1,2,3 & 4 of Table-A of Amended Annexure-11	➤ 40 % of the payment will be released on delivery.
b.	System Software/ Middleware/ Database License for deploying proposed Solution at DC & DRC Locations.		➤ 50 % of the payment will be released on full implementation and sign-off from the Bank.
c.	Any Other Software licenses at DC & DRC Locations.		➤ 10 % of the payment will be released: After completion of warranty period and after deducting applicable penalties and Liquidated damages. Or On submission of a bank guarantee for equivalent to 10% of the remaining payment.
d.	One Time Implementation charges	Line item no. 5 of Table-A of Amended Annexure-11	100% payment will be released on full implementation and sign-off from the Bank as per clause 10.4. of the ATC document.
e.	Post Warranty AMC/ATS	Line item no. 1,2,3, & 4 of Table-B of Amended Annexure-11	Payment will be quarterly in arrears after deducting applicable penalties and Liquidated damages.
f.	License for Robotic Process Automation Solution	Line item no. 1,2,3, 4 & 5 of Table-C.1 of Amended Annexure-11	Payment of the licenses will be 100% yearly advance on full implementation and sign-off from the Bank.



		Line item no. 1,2,3, 4 & 5 of Table-C.2 of Amended Annexure-11	100% cost of licenses will be in advance on delivery of licenses as per Table-C.2 after sign-off from the Bank. And, for other charges(if any) for respective years during the contract period will be paid annually in advance as per Table-C.2 after sign-off from the Bank.
g.	Onsite Resources for Robotic Process Automation Solution	Line item no. 1 & 2 of Table-D of Amended Annexure-11	Payment will be monthly in arrears after deducting applicable penalties and Liquidated damages.
h.	Additional License / Onsite resource for Robotic Process Automation Solution	Based on the line items cost mentioned in Table C & D of Amended Annexure-11 upon Bank requirements.	Bidder should quote unit price of the licenses and monthly cost of onsite resources (L1 and L2 separately). During the contract period in case of any additional licenses/ Onsite resources are required, Bank will pay the quoted cost on pro-rata base only.

- 2.2. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 2.3. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 2.4. The selected bidder has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- 2.5. Payment shall be released within 30 days from the date of submission of relevant documents as per GeM bid terms and found in order as per GeM bid terms.
- 2.6. The bank shall finalize the installation and acceptance format mutually agreed by the selected bidder. The selected bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.



- 2.7. The payments will be released through NEFT / RTGS after deducting the application LD/Penalty, TDS if any, by centrally by Head Office at Bengaluru and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

*****End of the Corrigendum-3*****

