

Corrigendum

Request for Proposal for Nab Treasury Application No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

S N	Page no	Clause	Existing clause	Modified Clause
1	16	3.3.3.	CLMAS by IDA is being used as CBS in the bank.	CLMAS application developed by IDA is being used as CBS in the bank.
2	24	5.1.5	No change in date and time will be entertained and NABARD will hold the meeting even if some bidder to chooses to be absent or are unable for any reason to be present during the meeting.	No change in date and time will be entertained and NABARD will hold the meeting even if some bidder chooses to be absent or are unable for any reason to be present during the meeting.
3	29	6..6.4	<p>The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:</p> <p>6.6.4.1. Issue of LoI / purchase order to the successful bidder; OR</p> <p>6.6.4.2. The end of the Bid validity period, including extended period (if any); OR</p> <p>6.6.4.3. Receipt of the signed contract from the selected bidder; whichever is earlier.</p> <p>6.6.5 & 6.6.6</p>	<p>The EMD amount / BG of all unsuccessful bidders as indicated in clause 5.2.2.5 in RFP (page no 26).</p> <p>No Change</p>
4	47	11.1.12	“RFP”. “Tender”, “RFP”, “Bid document’ means the ‘Request for Proposal document.	“RFP”. “Tender”, “Bid” document’ means the ‘Request for Proposal document.
5		11.30	<p>11.30.1. All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Contract) shall be first resolved amicably by Parties. For the purpose of such amicable settlement, each Party shall within 7 days from the date either party notifies the other of a dispute having arisen, select / appoint 1 (one) senior</p>	<p>11.30.1. It will be the Bank's endeavour to resolve amicably any disputes or differences that may arise between the Bank and the Service Provider from misconstruing the meaning and operation of the Tender and the breach that may result.</p> <p>11.30.2. If any dispute, difference, or question shall at any time arise between the' parties regarding the execution of this project or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided</p>

Corrigendum

Request for Proposal for Nab Treasury Application No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

S N	Page no	Clause	Existing clause	Modified Clause
			<p>representative from their respective management who shall undertake all discussions on behalf of their respective organisation, in order to settle the dispute amicably. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives (“Settlement Period”).</p> <p>11.30.2. In case of failure to resolve the disputes and differences amicably in accordance with Clause 11.31.1 prior to expiry of the Settlement Period, such unsettled dispute or difference shall be referred to and finally resolved by arbitration administered by the Mumbai Centre for International Arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration (“M CIA Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause 11.31.</p> <p>11.30.3. In the event of such arbitration:</p> <p>(i) The language of the proceedings shall be in English;</p> <p>(ii) the tribunal shall consist of 3 (three) arbitrators; 1 (one) to be appointed by NABARD, 1 (one) to be appointed by the Service Provider, and the third to be appointed by the 2 (two) arbitrators. If either NABARD or the Service Provider fails to appoint an arbitrator as set out in this Clause 11.31, the arbitrator of such Party shall be appointed in accordance with the M CIA Rules;</p> <p>(iii) the tribunal shall be entitled to decide on and apportion the</p>	<p>hereunder on which the decisions of the Bank is final and binding, the same shall be referred to arbitration and a final decision after giving at-least 30 days notice in writing to the other (hereinafter referred to as the Notice for Arbitration) clearly setting out disputes to a sole arbitrator who shall be appointed as hereinafter provided.</p> <p>11.30.3. For the purpose of appointing the sole arbitrator referred to above, the Bank shall send to the Service Provider within 30 days of the notice of arbitration a panel of three names of persons who shall be presently unconnected with this organization of the Bank or the Service Provider.</p> <p>11.30.4. The Service Provider shall on receipt of the names as aforesaid select any of the persons so named to be appointed as the sole arbitrator and communicate the same to the Bank within 15 days of receipt of the names. The Bank shall thereupon without any delay appoint the said person as the sole arbitrator. If the Service Provider fails to communicate such selections as provided above within the period specified the Bank shall make the selection and appoint the sole arbitrator from the panel notified to the Service Provider.</p> <p>11.30.5. If the Bank fails to send to the Service Provider the panel of three names as aforesaid within the period specified, the Service Provider shall send to the Bank a panel of three names of persons who shall be unconnected with either party. The Bank shall on receipt of the names as aforesaid select any one of the person and appoint him as the sole arbitrator. If the Bank fails to select the person</p>

Corrigendum

Request for Proposal for Nab Treasury Application No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

S N	Page no	Clause	Existing clause	Modified Clause
			<p>costs and reasonable expenses (including reasonable fees of counsel retained by the Parties) incurred in the arbitration;</p> <p>(iv) the existence and content of any arbitration proceeding, and any award thereof shall be confidential among the Parties, and subject to the terms of Clause 11.22 hereof; and</p> <p>(v) the existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Contract which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.</p> <p>11.30.4. The seat & venue of arbitration shall be in Mumbai. The award of the arbitrators shall be final and binding on the Parties and may be specifically enforced by any court of competent jurisdiction. It is hereby agreed that in all disputes referred to the arbitration, the arbitrators shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasoned award. It is hereby agreed that the arbitrators shall not have powers to order any interim measures whatsoever during the course of arbitration.</p> <p>11.30.5. Notwithstanding anything in the contrary set forth in this RFP, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction, including pre-arbitral attachments, temporary restraining orders, or temporary</p>	<p>and appoint him as the sole arbitrator within 30 days of the panel and inform the service 11.30.6. If the arbitrator so appointed is unable or unwilling to act or refuse his appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.</p> <p>11.30.7. The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as in force from time to time. The award of the arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the arbitration, the arbitrator shall give a separate award in respect of reference and the award shall be a reasoned award.</p> <p>11.30.8. The fees, if any, of the arbitrator shall if required to be paid before the award is made and published be paid in equal proportion by each of the parties. The cost of the arbitration including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties the dispute in such manner or proportion as may be directed by the arbitrator.</p> <p>11.30.9. The Bank and the Service Provider also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.</p> <p>11.30.10. The Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work can not possibly be continued until the</p>

Corrigendum

Request for Proposal for Nab Treasury Application No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

S N	Page no	Clause	Existing clause	Modified Clause
			<p>injunctions, as may be necessary to preserve the rights of such Party. The application by either Party to a judicial authority for such measures shall not be deemed to be an infringement or a waiver of the covenant of the Parties to submit disputes to arbitration under this Contract and shall not affect the relevant powers reserved to the arbitrators pursuant to this Clause 11.31.</p> <p>11.30.6.All disputes arising out of or in any way connected with this Contract shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.</p> <p>11.30.7. Any notice given by one Party to the other pursuant to the Contract shall be sent to the other Party in writing, by hand, registered post or email to the other Party's specified address. A notice shall be deemed delivered (i) if delivered by hand, upon delivery;(ii) if delivered by registered post, at the start of the second Business Day after the date of posting; or (iii) if delivered by email, when the sending of the email is recorded on the sender's computer unless the sender receives a message indicating unsuccessful transmission.</p> <p>11.30.8. For the purpose of all notices, the following shall be the address of NABARD: The Chief General Manager National Bank for Agriculture and Rural Development Department of Information Technology, C-24, 'G' Block, Bandra Kurla Complex Bandra (East), Mumbai 400 051</p>	<p>decision of Arbitrator or the umpire, as the case may be, is obtained.</p> <p>11.30.11. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;</p> <p>11.30.12. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.</p> <p>11.30.13. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.</p> <p>11.30.14. For the purpose of all notices, the following shall be the address of NABARD: The Chief General Manager National Bank for Agriculture and Rural Development Department of Information Technology, C-24, 'G' Block, Bandra Kurla Complex Bandra (East), Mumbai 400 051 Email:dit@nabard.org</p> <p>11.30.15. Notices to the Service Provider shall be sent to the registered address of the Service Provider and email ID as provided by the Service Provider under the Contract / in response to this RFP.</p>

Corrigendum

Request for Proposal for Nab Treasury Application No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

S N	Page no	Clause	Existing clause	Modified Clause
			Email:dit@nabard.org 11.30.9. Notices to the Service Provider shall be sent to the registered address of the Service Provider and email ID as provided by the Service Provider under the Contract / in response to this RFP.	
6	119	SLA	Warranty Period ” means a period of 36 months commencing from the date of Go-Live of the Nab Treasury Application as per the terms of the Principal Agreement/Work order/Purchase order.	Warranty Period ” means a period of 12 months commencing from the date of Go-Live of the Nab Treasury Application as per the terms of the Principal Agreement/Work order/Purchase order.
7	124	9 (a)	Warranty support shall be covered for three years from the date of Go-Live of the project in NABARD. During the warranty period, Service Provider will provide the On-Site Implementation Support for the software\	Warranty support shall be covered for one year from the date of Go-Live of the project in NABARD. During the warranty period, Service Provider will provide the On-Site Implementation Support for the software.
8	138	24	DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION a. This Agreement shall be governed by the laws of India. b. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior	DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION a. This Agreement shall be governed by the laws of India b. It will be the Bank's endeavour to resolve amicably any disputes or differences that may arise between the Bank and the Service Provider from misconstruing the meaning and operation of the Tender and the breach that may result.

Corrigendum

Request for Proposal for Nab Treasury Application No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

S N	Page no	Clause	Existing clause	Modified Clause
			<p>representatives (“Settlement Period”).</p> <p>c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.</p> <p>d. The seat & venue of the same shall be in Mumbai (as agreed in RFP)</p> <p>e. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.</p>	<p>c. If any dispute, difference, or question shall at any time arise between the' parties regarding the execution of this project or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder on which the decisions of the Bank is final and binding, the same shall be referred to arbitration and a final decision after giving at-least 30 days notice in writing to the other (hereinafter referred to as the Notice for Arbitration) clearly setting out disputes to a sole arbitrator who shall be appointed as hereinafter provided.</p> <p>d. For the purpose of appointing the sole arbitrator referred to above, the Bank shall send to the Service Provider within 30 days of the notice of arbitration a panel of three names of persons who shall be presently unconnected with this organization of the Bank or the Service Provider.</p> <p>e. The Service Provider shall on receipt of the names as aforesaid select any of the persons so named to be appointed as the sole arbitrator and communicate the same to the Bank within 15 days of receipt of the names. The Bank shall thereupon without any delay appoint the said person as the sole arbitrator. If the Service Provider fails to communicate such selections as provided above within the period specified the Bank shall</p>

Corrigendum

Request for Proposal for Nab Treasury Application No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

S N	Page no	Clause	Existing clause	Modified Clause
			<p>f. The language of the proceedings shall be in English.</p> <p>g. Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction</p> <p>h. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.</p>	<p>make the selection and appoint the sole arbitrator from the panel notified to the Service Provider.</p> <p>f. If the Bank fails to send to the Service Provider the panel of three names as aforesaid within the period specified, the Service Provider shall send to the Bank a panel of three names of persons who shall be unconnected with either party. The Bank shall on receipt of the names as aforesaid select any one of the person and appoint him as the sole arbitrator. If the Bank fails to select the person and appoint him as the sole arbitrator within 30 days of the panel and inform the service 11.30.6. If the arbitrator so appointed is unable or unwilling to act or refuse his appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.</p> <p>g. The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as in force from time to time. The award of the arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the arbitration, the arbitrator shall give a separate award in respect of reference and the award shall be a reasoned award.</p> <p>h. The fees, if any, of the arbitrator shall if required to be paid before the award is made and published be paid in equal proportion by each of the parties. The cost of the arbitration including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties the dispute in such manner or</p>

Corrigendum

Request for Proposal for Nab Treasury Application No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

S N	Page no	Clause	Existing clause	Modified Clause
			<p>a. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> <p>b. For the purpose of all notices, the following shall be the current address:</p> <p>The Chief General Manager National Bank for Agriculture and Rural Development</p>	<p>proportion as may be directed by the arbitrator.</p> <p>i. The Bank and the Service Provider also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.</p> <p>j. The Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work can not possibly be continued until the decision of Arbitrator or the umpire, as the case may be, is obtained.</p> <p>k. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;</p> <p>l. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.</p>

Corrigendum

Request for Proposal for Nab Treasury Application No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

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				<p>m. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.</p> <p>n. For the purpose of all notices, the following shall be the address of NABARD:</p> <p>The Chief General Manager National Bank for Agriculture and Rural Development Department of Information Technology, C-24, 'G' Block, Bandra Kurla Complex Bandra (East), Mumbai 400 051 Email:dit@nabard.org</p> <p>o. Notices to the Service Provider shall be sent to the registered address of the Service Provider and email ID as provided by the Service Provider under the Contract / in response to this RFP.</p>
8	130	18	<p>LIMITATION OF LIABILITY</p> <p>Notwithstanding anything to the contrary contained anywhere in this Agreement, NABARD shall not be liable to the Service Provider for any special, consequential, incidental, exemplary, punitive, or indirect damages arising from, relating to, or in connection with this Agreement or any Schedules, Annexures or attachments hereto including, without limitation to, any damages resulting from loss of profits, loss of savings, loss of business, loss of use, or loss of data, arising out of or in</p>	<p>LIMITATION OF LIABILITY</p> <p>Service Provider's aggregate liability under the Contract shall be limited to a maximum of an amount equivalent to 100% of the Contract Price.</p> <p>1. This limitation shall not apply to claims for:</p> <p>a. infringement of third-party intellectual property, or breach of confidentiality;</p> <p>b. gross negligence, wilful misconduct or any criminal liability.</p> <p>2. Neither Party shall be liable for any indirect, consequential,</p>

Corrigendum

Request for Proposal for Nab Treasury Application No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

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			<p>connection with this Agreement or of any other obligations relating to this Agreement, whether or not the Party has foreseen or been advised of the possibility of such damages as well as for costs of procurement of substitute services by anyone.</p>	<p>incidental or special damages under the Contract.</p> <p>3. Neither Party shall be liable for any indirect, consequential, incidental, consequential, punitive or special damages under the Contract, even if such party has been advised of the possibility of such damages.</p> <p>4. Service Provider shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the NABARD or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the NABARD, then Service Provider shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the NABARD. Such failures or delays shall be brought to the notice of the NABARD and subject to mutual agreement with the NABARD, then Service Provider shall take such actions as may be necessary to correct or remedy the failures or delays. Service Provider shall be entitled to invoice the NABARD for additional costs incurred in connection with correction or remedy as above at</p>

Corrigendum

Request for Proposal for Nab Treasury Application No.NB.HO.DIT/410/DIT-11-39 dated 28 July 2022

S N	Page no	Clause	Existing clause		Modified Clause	
					<p>time & material rate card as agreed upon between the parties.</p> <p>5. Service Provider liability to meet the SLAs is limited to 10% cost of agreement during the year of total cost of duration of the service period in which the liability event occurred.</p> <p>6. Notwithstanding anything to the contrary contained anywhere in this Agreement, NABARD shall not be liable to the ITSM Service Provider for any special, consequential, incidental, exemplary, punitive, or indirect damages arising from, relating to, or in connection with this Agreement or any Schedules, Annexures or attachments hereto including, without limitation to, any damages resulting from loss of profits, loss of savings, loss of business, loss of use, or loss of data, arising out of or in connection with this Agreement or of any other obligations relating to this Agreement, whether or not the Party has foreseen or been advised of the possibility of such damages as well as for costs of procurement of substitute services by anyone.</p>	
9	7		Last date & time for submission of Bid	5 September 2022, 3:00 PM	Last date & time for submission of Bid	26 September 2022, 3:00 PM
10	7		Opening of Technical Bid	6 September 2022, 3:00 PM	Opening of Technical Bid	28 September 2022, 3:00 PM