

General Corrigendum

S. No.	RFP Clause No.	Existing Clause	To be modified as
1	4.5 – Responsibilities of the bidder – point 17	Provide a resource for a period of 6 months to input/ upload the Bank’s data including the data uploading from the physical records.	The paragraph is modified as under: “Provide a resource for a period of 6 months to input/ upload the Bank’s data including the data uploading from the physical records. Per day cost beyond six months may be indicated as remark in the Annexure 12. The same will be factored while assessing the commercial.”
2	4.6 (xiii) – Additional Instructions to bidder	All the new software release/version / upgrades or otherwise for any reason should be made available to the Bank and the Bank is not liable to pay / oblige SI or any OEM any additional charges / fees pertaining to third party royalty charges etc. And also this should not be the reason to restrict the Bank from upgrading to the new release / new version of the software. The same will be provided during the entire duration of the contract.	The clause may be read as under: “The bidder shall provide all updates/patches free of cost during the project period. New version will be considered separately.”
3	4.6 (xix) – Additional Instructions to bidder	The Bidder must ensure no software, for which ‘End of Support’ has been declared within next 7 years, is offered as part of this bid. None of the software should have an ‘End of Support’ mandated by the respective OEM within seven years from date of completion of the project and	The "End of Support" for the software shall not be less than the project implementation period. But note that Project implementation period is not same as the Project Life

		the bidder should ensure continuity at all times without disruption of operations	
4	8.9 – General Terms & Conditions	The bidder shall share its technology strategies and research & development efforts, conducted in the course of this assignment with NABARD.	This clause stands deleted.
5	8.21 – Insurance	<p>i. The material (software etc.) supplied under the RFP shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming NABARD as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on “all risks” basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank’s premises.</p> <p>ii. Should any loss or damage occur, the selected Bidder shall: i. Initiate and pursue claim till settlement and ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.</p>	This clause stands deleted. However, all the software components have to be supplied to the Bank (either in a package or in a downloadable form) and also, if need be, they should be made available to the Bank during the entire of the life of the project. Insurance need not be obtained separately for the software in the name of the Bank.
6	9.2 (i) & (iii) – Source Code	i. Bidder has to keep source code of proposed solution with approved / recognized escrow	Bidder has to keep source code of proposed solution with approved / recognized escrow agency

		<p>agency under escrow arrangements mutually acceptable to the Bank and Bidder but at Bidder's cost. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified.</p> <p>ii. The Bank and the vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bidder.</p>	<p>under escrow arrangements mutually acceptable to the Bank and Bidder but at Bank's cost. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified.</p> <p>The Bank and the vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bank.</p>
7	9.2 (x) – Source Code	In case the Bidder is coming with software or hardware which is not its proprietary software or hardware, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor or hardware vendor which includes support from the software vendor or hardware vendor for the proposed software and hardware for the full period required by the Bank.	This clause stands deleted. The bidder to submit Annexure 27 duly signed and sealed by the OEM.
8	9.15. Annual Maintenance	In the event of failure of maintaining the uptime SLA liquidated damages of 10,000/- per hour with a grace period of 120 minutes. The liquidated damages mentioned under this clause shall be independent of liquidated damages/penalty mentioned in clause 8.13 of this RFP.	This clause stands deleted.
9	Section IX- Additional	The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Bidder's maintenance engineers to	The bidder has to provide mechanism to register the complaints and the response time limit is set

	Instructions for Bidder 9.15, Annual Maintenance- v)	report to the installations after a request call / fax /email is made or letter is written) shall not exceed One hour.	from there and the complaint has to be resolved within 8 hours.
10	Annexure 15 – Specimen Contract – Clause 11	The Implementation partner shall individually obtain the necessary regulatory approvals from the RBI or other regulatory bodies, if any required, for the Contract .Any demand for information regarding any of the matters to the extent mutually agreeable under this Agreement called for by the RBI or any other regulatory body shall be promptly responded to by the concerned Party. The Implementation Partner undertakes to comply all the statutory and regulatory requirements under the applicable laws in connection with Service including Labour and Industrial Laws. In the event of any default by the Implementation partner which results in any actionable claim against NABARD, the Implementation partners shall keep NABARD indemnified against all such claims and actions.	This clause stands deleted.
11	Annexure 19 - Format for furnishing Bank Guarantee in lieu of Earnest Money Deposit (Para 3)	AND WHEREAS it is one of the condition of the said tender that the Tenderer shall deposit with the NABARD at the time of submitting the tender a sum of ` .----- /- (Rupees -----only) as and by way of Bid Security (BS), which Bid Security (BS) shall not bear any interest and which shall be liable for forfeiture in the event of the Tenderer,	This clause may be read as under: “AND WHEREAS it is one of the condition of the said tender that the Tenderer shall deposit with the NABARD at the time of submitting the tender a sum of ` .----- /- (Rupees -----only) as and by way of Bid Security (BS), which Bid Security (BS) shall

		<p>misrepresents/provides wrong information, or does not comply with the terms and conditions as stipulated in the RFP or violates Integrity Pact or withdraws its proposal before proposal validity period or does not start the work as per the timelines mentioned in para 6.7 of the RFP.</p>	<p>not bear any interest and which shall be liable for forfeiture in the event of the Tenderer,</p> <ul style="list-style-type: none"> • misrepresents/provides wrong information, or • does not comply with the terms and conditions as stipulated in the RFP or • violates Integrity Pact or withdraws its proposal/offer before proposal validity period or • Non-acceptance of the orders when placed or Non-confirmation of acceptance of orders within the stipulated time after placement of orders. In case the successful bidder fails to duly acknowledge the acceptance of work order within the stipulated time of 10 days from the date of issuance of work order, the EMD of the successful bidder may be forfeited without any further communication to the successful bidder or • If the successful bidder fails to execute the contract within 30 days from the date of issuance of work order or • If the successful bidder fails to submit the performance Bank guarantee within 30 days from the date of signing of the contract or • The successful bidder should start working on the project within 45 days of the acceptance of the work order failing which NABARD reserve the right to forfeit EMD amount from the successful bidder or • Any unilateral revision made by the Vendor during the validity period of the offer.”
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