

Corrigendum-1 to GeM Bid ref. no: GEM/2025/B/6113554 dated 04/04/2025 for Selection of Service Provider for providing comprehensive AMC and technical support Services for Desktops, Printers, Scanners, Laptops and Servers located at Head Office and Annexe buildings for a period of One (01) year.

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

All the other instructions and terms & conditions of the above RFP shall remain unchanged.



Please take note of the above amendments while submitting your response to the subject RFP.

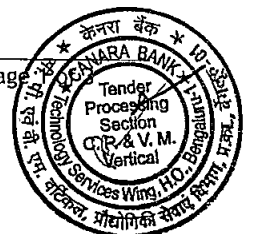
Sl No	Section/Annexure/Appendix of GeM Bid	Clause No.	Existing Clause	Amended Clause
1.	ATC Annexure-8 Scope of Work	C. Maintenance Standard:	1. All Fifteen resident engineers deployed for our offices under this RFP should be employee of the company and support should be available from 10:00AM to 7:00 PM on all Bank working day.	1. All <u>Nineteen</u> resident engineers deployed for our offices under this RFP should be employee of the company and support should be available from 10:00AM to 7:00 PM on all Bank working day.
2	ATC SECTION G - GENERAL CONDITIONS	13. <u>Training and Handholding:</u>	Existing clause	This clause stands deleted.
3	ATC SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5. <u>Penalties/Liquidated Damages</u>	Existing clause	Amended clause as enclosed

All the other instructions and terms & conditions of the above RFP shall remain unchanged.

Please take note of the above amendments while submitting your response to the subject RFP.

Date: 17/04/2025
Place: Bengaluru


General Manager




SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

5. Penalties/Liquidated Damages:

5.1 Penalties/Liquidated damages for not maintaining uptime

5.1.1 Failure to maintain the above uptime penalty will be applicable as per below table:

Monthly Uptime %	Penalty
>99.50%	Nil
>98.50% <=99.50%	2% of the Quarterly AMC value of the affected device.
>97% <=98.50%	5% of the Quarterly AMC value of the affected device.
>95% <=97%	10% of the Quarterly AMC value of the affected device.
<95%	The LD amount will be equal to the quarterly AMC value of affected device.

5.1.2 However, the maximum penalty levied under above clause 5.1.1 shall not be more than 10% of the Total cost of Ownership.

5.1.3 SLA will be monitored on Monthly basis. Penalty due to downtime, during one year of contract period will be deducted from any subsequent payment to be made to the Vendor month wise.

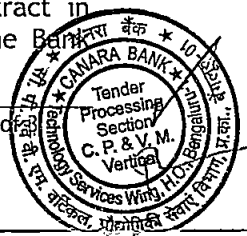
5.1.4 If monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the AMC contract under this RFP. The right of termination shall be in addition to the penalty and invocation of Bank Guarantee. The above penalty shall be deducted from the quarterly AMC payment due to the bidder.

5.2 Penalties/Liquidated Damages for non-performance: If the selected bidder does not meet the specifications/terms of the RFP during various tests/stages, the selected bidder shall rectify the same at bidders cost to comply with the specifications/terms of the RFP immediately to ensure the committed uptime/terms, failing which the Bank reserves its right to withhold the payment, impose penalty and invoke the Bank Guarantee/ nullify the contract.

5.3 Liquidated Damages on engineer absence: In case engineer go on leave /absence, suitable replacement of manpower has to be arranged by vendor to ensure that regular functioning of Bank does not hamper. If replacement resource is not provided in absence of resident engineers, the Bank reserves the right to charge a LD (Liquidated Damages). The vendor will be liable for a penalty of Rs.500/- per resource per day. Maximum penalty deductible under the above clause will be restricted to 20% of the AMC charges payable per one year.

5.4 The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

5.5 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 Bidder



reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

- 5.6 All the above LDs are independent of each other and are applicable separately and concurrently.
- 5.7 The overall penalty for the above shall be restricted to 20% of the total contract value. However, this is not applicable to penalty imposed by third parties.
- 5.8 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.
- 5.9 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.
- 5.10 Bank may impose penalty to the extent of damage to its any equipment or fine imposed by RBI or any regulatory bodies, if the damage was due to the actions attributable to the staff of the selected bidder.
- 5.11 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 Performance Security 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 were provided for under the contract
- 5.12 LD is not applicable for the reasons attributable to the Bank and Force Majeure.

