

Corrigendum-4 to GeM Bid ref: GEM/2025/B/6055051 dated 18/03/2025 for Selection of service provider for End-to-End management of Credit Card Management Software Solution under OPEX model for a period of five (05) years in Canara Bank.

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

a. GeM bid document (Bid End date/ Bid Opening Date, Page no. 1 of 7)

Description	Existing details	Amended details
Bid End Date/Time	02/05/2025, 15:00:00	<u>12/05/2025</u> , 15:00:00
Bid opening Date/Time	02/05/2025, 15:30:00	<u>12/05/2025</u> , 15:30:00

Sl No.	Section/Annexure/ Appendix of GeM Bid	Clause No.	Existing Clause	Amended Clause/ New Addition
1.	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	7.Penalties /Liquidate d Damages	7.15 The overall penalty for the above shall be restricted to 10% of the Total cost of Ownership. However this limit is not applicable for penalties imposed and or claims from third party/ies.	7.15 The overall penalty for the above shall be restricted to 10% of the Total cost of Ownership.However this limit is not applicable for penalties imposed and or claims from third party/ies <u>where the same is limited to actual claims.</u>
2.	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.Project Timelines	1.5 Bank reserves the right to change/modify locations for supply of the items/services during contract period. In the event of any change/modification in the locations where the hardware items/services are to be delivered/provided, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank.	<u>Clause stands deleted</u>

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: 29/04/2025

Place: Bengaluru

Deputy General Manager





Sl. No.	Page No.	Section / Annexure /	RFP Clause	Sub-Clause / Technical Specification	Bidder's Query	Bank's Response
1	36	11. Pricing & Payments	11. Pricing & Payments	11.2. From the date of placing the order till the delivery of the solution, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the solution, the benefit arising out of such reduction shall be passed on to the Bank.	Please confirm if the said duties were to increase, will the bank bear the cost of these as a result?	Any changes in GST will be accepted by Bank
2	20	11. Documents, Standard Operating Procedures and Manuals	11. Documents, Standard Operating Procedures and Manuals	All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Bank.	Any documents, artifacts, or manuals shared with the bank are intended solely for reference purposes while working on the CWS. These materials cannot become the property of the bank. We kindly request the bank to amend this clause accordingly.	Clause can be ignored if not applicable.
3	19	7.11	7. Penalties/Liquidated Damages	7.11 Any penalty levied by statutory authority, Ombudsman, RBI on account of deficiency of service or non-compliance of guidelines/law shall be passed onto the selected bidder. The Bank reserves the right to deduct such penalty amount from any amount payable to the vendor by the Bank or monthly billing amount due to the vendor including invoking of the Performance Security. 7.15 The overall penalty for the above shall be restricted to 10% of the Total cost of Ownership. However this limit is not applicable for penalties imposed and or claims from third parties.	While the bank has responded that penalty will be levied due to deficiency attributable to bidders solution / service. However this cannot be a uncapped liability as per 7.15	Bidder to refer to Corrigendum-4
4	22	NA	13. Subcontracting	13.1 VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.	Companies works with multiple subcontractors and hence asking permission from every bank for every vendor will be difficult to ensure continuity of best in class services. Hence we can provide the list of sub-contractors as and when required by bank. Requesting bank to modify the clause	Services being provided as per the scope of the tender does not comes under sub-contracting. Beyond the scope bidder to take Bank's prior permission.
5	41	SECTION G - GENERAL CONDITIONS	6. Inspection of Records	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard.	This is in addition to Right to Audit clause and as such shall not be separate. Any audit shall be covered in the Right to Audit clause. Request the bank to amend the clause accordingly.	To be adhered with regulatory directions
6	48	SECTION G - GENERAL CONDITIONS	23. General Conditions to Contract	23.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank. 23.3. The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no.RBI/2023-24/102 DOS.CO.CS/ITEG/SEC.1/31.01.01/5/2023-24 dated 10/04/2023 and its future amendments and communications.	This will need to be mutually discussed with Canara Bank at the time of contracting, if selected.	Regulatory requirement, specifically related to Services availed by the Bank.
7	50	SECTION G - GENERAL CONDITIONS	23. General Conditions to Contract	23.13. Further Vendor/Service Provider agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement, and shall adhere to the same.	The bidder will comply with laws and regulations as applicable to it. For laws and regulations specific to banks, if they fall within the service domain of the bidder, their implementation will be subject to the necessary change management process.	Regulatory requirement, specifically related to Services availed by the Bank.
8	50	SECTION G - GENERAL CONDITIONS	23. General Conditions to Contract	25.6. The selected bidder should abide by guidelines issued by RBI Master Direction on Outsourcing of IT Services.	This will need to be mutually discussed with Canara Bank at the time of contracting which are limited to the solution and service offerings from the bidder, if selected.	Regulatory requirement, specifically related to Services availed by the Bank.
9	51	SECTION G - GENERAL CONDITIONS	25. Responsibilities of the Bidder	25.7. The selected bidder should also abide by the provisions of Digital Data Protection Bill.	The Bill referred here is no more a bill, and the Act has been passed which is not yet effective. It will be effective when the rules will be issued, and hence the reference to Bill should be removed. The Digital Data Protection Act has anyways been referred in RFP separately. These are completely unknown and hence it will be difficult for us to understand the cost implications for the same and will be considered under standard change management process.	Solution / service should be in adherence with all guidelines as on date of implementation
10	52	SECTION G - GENERAL CONDITIONS	25. Responsibilities of the Bidder			



Sl. No.	Page No.	Section / Annexure /	RFP Clause	Sub-Clause / Technical Specification	Bidder's Query	Bank's Response
11	53	SECTION G - GENERAL CONDITIONS	34. Bidder Conformity	34.3. Bidder should ensure that, it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications.	The Bill referred here is no more a bill, and the Act has been passed which is not yet effective. It will be effective when the rules will be issued, and hence the reference to Bill should be removed. The Digital Data Protection Act has anyways been referred in RFP separately. These are completely unknown and hence it will be difficult for us to understand the cost implications for the same and will be considered under standard change management process.	Solution / service should be in adherence with all guidelines as on date of implementation
12	80	NA	12. Regulatory Requirements	12.1. Any government/ regulatory requirements that impact the provided solution to the Bank need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided by the successful bidder without any additional cost to the Bank. 12.2. Successful bidder shall provide necessary Development, customization and implement changes to meet Bank's/regulatory requirements during the currency of the Contract. Here the term "Regulator" denotes Reserve Bank of India, Card Networks, Payment Card Industry Council (PCI) and State & Central Government bodies.	Any changes are subject to change management, we do not know the cost that will incur for any future requirements and cannot estimate.	Solution / service should be in adherence with all guidelines as on date of implementation
13	80	NA	13. Gap Identification & Resolution	13.4. The selected bidder shall ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, or any other third party agency engaged by the Bank will be immediately resolved.	This should be basis the resolution and timeline mutually agreed and not immediate and may also have cost implications.	Bugs etc., not chargeable
14	83	Annexure-8 Scope of Work		19.9. The Successful bidder, upon the written request of the Bank, shall allow the authorized representatives of the Bank (including internal/external auditors acting on its behalf), Reserve Bank of India or any other Statutory Authority for Inspection, Audit and IS-Audit purposes at all reasonable times, who shall have access to its records relating to performance from time to time and also obtain copies of any audit or inspection or review reports or findings made on the service provided to the Bank.	Any audit or access has to be subject to the bidder's confidentiality and security policies being a processing platform.	As applicable to the scope of the RFP or relevant guidelines issued by regulators from time to time
15	84		19. Information and Data Security Measures	19.14. The Successful bidder should have the capabilities to suggest and provide add-on requirements at no additional cost related to Risk Management Requirements for monitoring the Transactions as per the requirement of the Bank to comply with AML guidelines and PML Act 2002 or any other Bank/ Regulatory/ Statutory requirement (MIS, Fraud Alert Reports, Velocity Reports and Add-on Tools, etc.)	The changes that happen in future are may have major impact on the cost. Hence requesting bank to change this clause to mutually agreed costs as we cant estimate the extent of the costs involved. This is how this is operated with every other partner on the bidder	Solution / service should be in adherence with all guidelines as on date of implementation
16	84	19.15	19. Information and Data Security Measures	19.15. The Successful bidder must comply with RBI Master direction on digital payment security controls 2020 – RBI/2020-21/74- Dos CO CSITE SEC. No.1852/31.01.2015/2020-21, PCI DSS Standards, RBI guidelines, Card Network, Bank's IS policy and Procedure, and Cyber Security Policy in key concern areas relevant to the Project. Some of the key areas as under-	Given the quoted RBI circular applied to Bank, Bank need to specifically call out the requirements they expect from the bidder instead of keeping the same open and broad. The bidder, being a service provider cannot decide on regulatory requirement applicable to bank.	Solution / service should be in adherence with all guidelines as on date of implementation
17	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1. Project Timelines	1.4. The selected bidder shall be responsible for PA-DSS certification within 3 months from the date of acceptance of the Purchase Order and PCI-DSS Successful certification/compliance of solution within 6 months from the date of Go-Live at bidder's cost. 19.16. The successful bidder should comply with Payment Card Industry (PCI) prescriptions for comprehensive payment card security as per applicability/ readiness of updated versions of the standards such as – a. PCI-HSM (securing cardholder-authentication applications and processes including key generation, key injection, PIN verification, secure encryption algorithm, etc.); and PCI-SS3 for the solution.	Fiserv being a processor is PCI-DSS which is overarchiving on top of PCI-SS3. These are required for deploying the same in banks DC in license model. Hence PCI-SS3 is not applicable as PCI-DSS prevails.	PCI- DSS mandatory , PCI-SS3 wherever applicable
18	11	SECTION B - INTRODUCTION	5. Requirement Details	5.2. The term of contract will be for a period of Five (05) years. However, Bank reserves the right to have an annual review on completion of every year from the date of acceptance of purchase order. If the services are found to be unsatisfactory Bank reserves the right to discontinue the Services.	Right of Bank to terminate the Services should be subject to a cure period, failure of which may lead to termination.	Cure period shall be as per the tenure defined in notice.



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20	41	SECTION G - GENERAL CONDITIONS	10. Guarantees	The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.	There is no hardware component being delivered to the Bank and this reference should be taken out from all places in the RFP. Further since bidder will only be providing services, there is no software being supplied either. Hence all references to the same in the RFP are redundant.	May be ignored if not applicable
21	51	SECTION G - GENERAL CONDITIONS	23. General Conditions to Contract	23.13. Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same	This will only laws/guidelines as applicable to Bidder given its nature of business. Hence the clause needs to be qualified accordingly.	As applicable to the scope of the RFP or relevant guidelines issued by regulators from time to time
22	53	SECTION G - GENERAL CONDITIONS	34. Bidder Conformity	34.1. Bidder should ensure that, it is complying with applicable guidelines issued by RBI on outsourcing of IT services vide master direction note no: RBI/2023, 24/102DOs.CO CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.	Regulatory guidelines and laws apply directly to bank, we would need to mutually discuss and agree on the applicability and process of adherence to the same. The same principle will apply for any such references given elsewhere in the RFP.	As applicable to the scope of the RFP or relevant guidelines issued by regulators from time to time

29-04-2025
BANGALORE


- DEPUTY GENERAL MANAGER

