



Corrigendum-1 to GEM/2024/B/5769200 dated 01/01/2025 for Selection of Service Provider for Software Source Code Escrow Services in Canara Bank for a Period of 3 Years.

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

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

Description	Existing details	Amended details
Bid End Date/Time	23/01/2025, 15:00:00	<u>30/01/2025, 15:00:00</u>
Bid opening Date/Time	23/01/2025, 15:30:00	<u>30/01/2025, 15:30:00</u>

b.

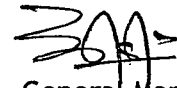
Sl. No.	Section/ Annexure/ Appendix of the RFP	Clause No.	Existing	Amended
a.	Section-C	Payment Terms	Payment Terms	<u>Amended Payment Terms</u>
b.	Annexure-8	Scope of work	Scope of work	<u>Amended Scope of work</u>
c.	Annexure-15	Bill of Material	Bill of Material	<u>Amended Bill of Material.</u>

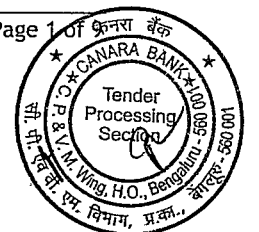
All the other instructions and terms & conditions of the above GeM bid shall remain unchanged.

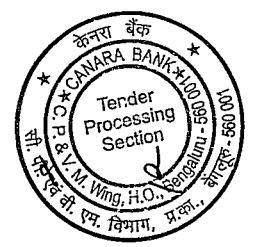
Please take note of the above amendments while submitting your response to the subject GeM bid.

Date: 22/01/2025

Place: Bengaluru

  
General Manager



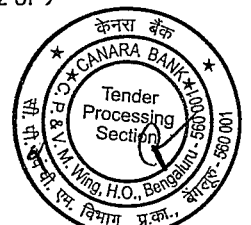




## 1. Payment Terms

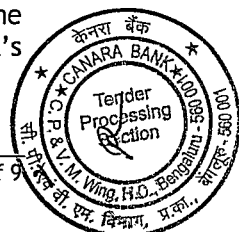
1.1 The payment schedule will be as under and will release after execution of contract agreement:

Sl. No.	Payment Stages	% of Payment	Condition/Remarks
1.	One-time source code Escrow Account set-up charge along with finalization of escrow agreement.	100% 1 <sup>st</sup> Year charges as per Table-A of Annexure-15	<p><u>1st year charges will be paid on successful completion of Activities mentioned in clause no 1.2 of Section C and Acceptance of the inventory of deposit material by the Bank and after deducting applicable penalties and Liquidated damages (if any) as per RFP Terms &amp; conditions.</u></p> <p><u>Please note that Originals of invoices (plus One Copy) reflecting Taxes &amp; Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.</u></p>
		100% 2 <sup>nd</sup> Year charges as per Table-A of Annexure-15	<p><u>2nd year escrow service charges will be paid Yearly in advance after completion of 1<sup>st</sup> year and acceptance by the bank and after deducting applicable penalties and Liquidated damages (if any) as per RFP Terms &amp; conditions.</u></p> <p><u>Please note that Originals of invoices (plus One Copy) reflecting Taxes &amp; Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.</u></p>
		100% 3 <sup>rd</sup> Year charges as per Table-A of Annexure-15	<p><u>3rd year escrow service charges will be paid Yearly in advance after completion of 2<sup>nd</sup> year and acceptance by the bank and after deducting applicable penalties and Liquidated damages (if any) as per RFP Terms &amp; conditions.</u></p> <p><u>Please note that Originals of invoices (plus One Copy) reflecting Taxes &amp; Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.</u></p>
2.	Release of Deposit Material	100% as per Table-D of Annexure-15	On successful completion of Release of Deposit Material and Acceptance by the Bank and after deducting applicable penalties and Liquidated damages (if any) as per RFP Terms & conditions.



			Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
3.	Renewal of escrow Agreement for one year	100% as per Table-C of Annexure-15	Payment will be made annually on successful completion of Renewal of escrow Agreement and Acceptance by the Bank and after deducting applicable penalties and Liquidated damages (if any) as per RFP Terms & conditions. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
4.	Excess Updation Cost beyond 4 Updatons in a year	100% as per Table-B of Annexure-15	On successful completion of Updation of escrow Accounts and Acceptance of the inventory of deposit material by the Bank and after deducting applicable penalties and Liquidated damages (if any) as per RFP Terms & conditions. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.

- 1.2 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.
- 1.3 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.
- 1.4 Bank will not pay any amount in advance unless otherwise specified in this RFP.
- 1.5 Payment shall be released within 30 days from the date of submission of relevant documents as per RFP terms.
- 1.6 The Bank shall finalize the installation and acceptance format and the bidder has to agree the same. The selected bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- 1.7 The payments will be released through NEFT / RTGS after deducting the application LD/Penalty, TDS if any, 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.





Annexure-8  
Scope of Work

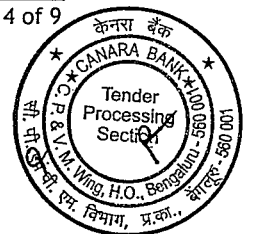
(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Selection of Service Provider for Software Source Code Escrow Services in Canara Bank for a Period of 3 Years

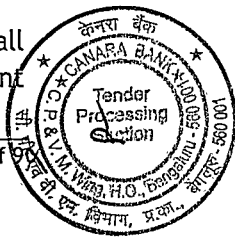
Ref: GEM/2024/B/5769200 dated 01/01/2025

The system / solution should be able to perform the following activities:

1. The Bank intends to onboard a service provider for Software Source Code Escrow Services for 30 applications for a period of 3 (Three) years. This requirement is tentative and may change based on internal needs of the bank.
2. The Escrow Agency shall setup a standard Escrow Account governed by the standard escrow agreement for submission of Deposit Materials (source code of OEM/OSD/OSO/SI) for the Bank. The Escrow Agency shall enter software escrow agreement with All relevant parties (Bank, the OEM/OSD/OSO/SI etc).
3. The Escrow Agency will setup a unique escrow account for each OEM/OSD/OSO/SI which will be defined by bank and that respective escrow account will be governed by escrow agreement.
4. The Escrow Agency will be responsible or liable for payment of any stamp duty, legal/administrative fees which will be charged for escrow agreement.
5. Escrow Agency shall generate an index of the Deposit Materials and provide a copy of the list to Bank in written and electronic format for each quarter.
6. Updates for deposit material in a year for each escrow account will be limited to 4 times in a year without any additional cost.
7. Escrow agency shall discover if any of the Deposit Materials are encrypted, or password protected or to provide de-encryption tools/keys, passwords or information needed for decryption and inform to Bank. Deposit Materials will be readily reproducible by Escrow agency for copying as and when needed by the bank as per agreement.
8. For each Escrow Account, it is responsibility of the escrow agency to allocate required space for storing the Deposit Materials (the source code). In the Event Bank requires additional storage to store the Deposits then the escrow agency shall make provision of the additional storage with no extra cost to the Bank.
9. The escrow agency shall maintain the version control of the deposit materials submitted by the OEM/OSD/OSO/SI and same shall be shared with the Bank. Any changes made in the version of source code should be informed to Bank in writing and also by an electronic medium.
10. Escrow agency will provide different levels of technical verification as per requirement when deposit materials are submitted to them. If needed the escrow agency shall employ its own developers to adapt to the bank's needs and unique situations.



11. When Deposit Materials are received, a specialist of Escrow agency shall conduct verification in accordance with defined procedures and checklist in coordination with the Bank.
12. To confirm receipt of the Deposit Materials, Escrow Agency shall provide in their letter Head or otherwise deliver a copy of the Deposit Material Inventory to Owner and Bank.
13. The Deposit Inventory form should be submitted along with deposit material. It will be Escrow agencies responsibility to ensure that Owner has submitted the same accurately describing the deposit material Inventory form. Escrow agency will review and verify Deposit inventory form.
14. If Bank believes that the Deposit Materials, as identified in the Deposit Inventory Form, are deficient (e.g., incomplete, or inadequate) or if there is some other problem, then Bank shall notify Escrow Agency and Owner to resolve the matter. It will be Escrow Agency's responsibility to take all required Deposit Materials from owner.
15. Escrow Agency shall be responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. Escrow Agency shall conduct technical verifications of Deposit Materials for Bank. The specific amount of time will be allowed to the service provider to cure any deficiency in the Deposit Materials discovered during the verification process.
16. Escrow Agency shall ensure the receiving of below listed documents apart from source code in the deposit material (but not limited to) as part of the project deliverables from the owner: i. Detailed Project Plan ii. User Requirement Specification iii. System Requirement Specification iv. MIS Requirement document v. Reengineering Requirements Document (RRD) vi. System Design Document (SDD) vii. High Level Design (HLD) & Low-Level Design (LLD) Document viii. Detailed integration plan with other external applications ix. User manuals & Technical Manuals x. Administration manual
17. Bank shall be allowed to audit Escrow Agency once in a year upon advance notice or as required by the regulatory bodies. The Escrow agency shall support the Bank in the audit.
18. The "Release conditions" will be defined by the escrow agency in consultation with both the parties. Preliminary release conditions will be as stated below: a. Fails to perform work as agreed upon in the Contract resulting from the RFP b. Fails to make available maintenance or support services for the application/product c. Transfers any Ownership interest in the code to any party not named in them Agreement d. Transfers all or substantially all its assets or obligations set forth in the Contract to a third party. e. The current application reaches end of life, or the current application is otherwise discontinued f. Bank does not renew or extend the Contract or g. Any other conditions defined in the source code escrow agreement. h. Fails to make modification/enhancement in the software as required by Bank
19. In the event that the release conditions are met, the escrow agency will inform all relevant parties (software developer/licensor, licensee, and any other relevant stakeholders) and facilitates the necessary documentation for the release process.





20. The escrow agency acts as a neutral third party, ensuring that the interests of both the Owner/Bank and the licensee are fairly represented. They do not take sides or favour any party involved.
21. Escrow agency shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Escrow agency will coordinate with Owner for promptly submission to Escrow agency. Such Updates and replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged for such Updates or replacements.
22. The escrow agent returns all deposit materials along with a consolidated inventory to the bank if the escrow terminates without the occurrence of a release condition.
23. The escrow agency will conduct periodic check of the deposited materials to ensure that the source code remains complete and intact and will submit report to the bank.
24. The escrow agency is responsible for ensuring that all actions taken are in accordance with the terms and conditions specified in the escrow agreement. They will ensure all actions are taken as per compliance of escrow agreement and the bank.
25. It is the responsibility of escrow agency to ensure latest source code is deposited by the OEM/SI after receiving the intimation from the Bank regarding any code modification.
26. The following is the list of deliverables in the form of documents to be submitted by the escrow service provider in the course of project duration. a. Security audit report b. User manuals in English languages c. Periodic Status and Review Reports d. Escalation Mechanism e. Exit Management Plan. f. Updates/patches reporting g. The service provider shall be responsible to maintain version control by utilizing the necessary tools for monitoring and tracking purpose as and when required by Bank.
27. The Bank will issue a separate purchase order for each requirement of escrow account opening. Each purchase order will specify the details of the no. of escrow account(s) to be opened, including but not limited to the purpose and specific terms and conditions.

**Declaration:**

We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.

We hereby comply with the above Scope of Work without any deviations.

Date:  
Place:

Signature with seal  
Name:  
Designation:



**Annexure-15**  
**Bill of Material**

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

**SUB: Selection of Service Provider for Software Source Code Escrow Services in Canara Bank for a Period of 3 Years**

**Ref: GEM/2024/B/5769200 dated 01/01/2025.**

**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 RFP 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**

**Total Cost for One-time source code Escrow Account set-up charge along with finalization of escrow agreement.**

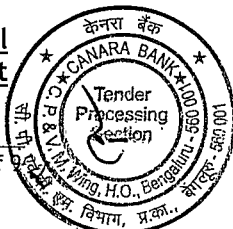
[Amount in Indian Rupees]

Sl. No.	Item Details	1 <sup>st</sup> year escrow service charges (Setting up of Escrow Account and deposit of the "Deposit Materials" and all the Project deliverables as per the scope of work etc.)	2 <sup>nd</sup> year escrow service charges	3 <sup>rd</sup> year escrow service charges	Total 3 years Cost (Exc. of taxes)	Qty	Total Cost*** (Exclusive of taxes)	Tax for Column f		Total Cost (Incl. of taxes)
								% of tax	Tax Amt	
		a	b	c	d=a+b+c	e	f=d*e	g	h	i=f+h
1.	**One-time source code Escrow Account set-up charge along with finalization of escrow agreement					30*				
<b>Total Cost for One-time source code Escrow Account set-up charge along with finalization of escrow agreement</b>										

\* The quantity mentioned is indicative and Bank at its discretion to may increase/decrease the quantity (as per requirement). Bidder has to provide the required services at the rate quoted above during the entire contract period. Payment will be released on actual service availed.

\*\* This includes the initial technical verification as per the requirement.

\*\*\* **The total cost is applicable for 36 months from the date of execution of individual escrow agreements. The payment will be made annually as given in the payment terms of this RFP.**







**Table-B**  
**Total Cost for Updation of Escrow Account**

[Amount in Indian Rupees]

Sl. No.	Item Details	Unit Cost for Updation of escrow Accounts (Excl. of Tax)	Qty.	Total Cost (Exclusive of taxes)	Tax for Column c		Total Cost (Incl. of taxes)
					% of tax	Tax Amt.	
					d	e	
		a	b	c=a*b			f=c+e
1.	Excess Updation Cost beyond 4 Updations.		30*				
<b>Total Cost for Updation of Escrow Account</b>							

\*The quantity mentioned is indicative and Bank at its discretion to may increase/decrease the quantity (as per requirement). Bidder has to provide the required services at the rate quoted above during the entire contract period. Payment will be released on actual service availed.

**Table-C**  
**Total cost for One year Renewal of Agreement**

[Amount in Indian Rupees]

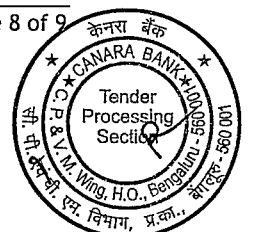
Sl. No.	Item Details	Unit Cost for Agreement renewal (Excl. of Tax)	Qty.	Total Cost (Exclusive of taxes)	Tax for Column c		Total Cost (Incl. of taxes)
					% of tax	Tax Amt.	
					d	e	
		a	b	c=a*b			f=c+e
1.	Per year Escrow service charges after 3rd year		5*				
<b>Total cost for Renewal of Agreement</b>							

\*The quantity mentioned is indicative and Bank at its discretion to may increase/decrease the quantity (as per requirement). Bidder has to provide the required services at the rate quoted above during the renewed tenure on annual basis. Payment will be released on actual quantity of service ordered.

**Table -D**  
**Total Cost for Release of Escrow and Code verification during the contract period.**

[Amount in Indian Rupees]

Sl. No.	Item Details	Unit Price (Excl. of Tax)	Qty.	Total Cost (Exclusive of taxes)	Tax for Column c		Total Cost Inclusive of taxes)
					% of tax	Tax Amt.	
					d	e	
		a	b	c=a*b			f=c+e
1.	Release Fee per Escrow account		5*				



3.	Total Cost for Release of Escrow and Code verification during the contract period.	
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\* Bank may at its discretion place the order on the items mentioned in Table-D as per the requirement during the contract period. The quantity mentioned is indicative and Bank at its discretion to may increase/decrease the quantity (as per requirement). Bidder has to provide the required services at the rate quoted above during the entire contract period. Payment will be released on actual quantity of service ordered.

**Table -E**  
**Total cost of ownership for 3 Years**

[Amount in Indian Rupees]

Sl. No.	Requirement details	Total cost (Inclusive of taxes)
1.	Total Cost for One-time source code Escrow Account set-up charge along with finalization of escrow agreement as per Table-A	
2.	Total Cost for Updation of Escrow Account as per Table-B	
3.	Total cost for Annual Renewal of Agreement as per Table-C	
4.	Total Cost for Release of Escrow during the contract period as per Table-D	
5.	Total Cost of Ownership [Sum of row 1 to 4]	

**Undertaking**

- Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- 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.
- 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.
- We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:

Signature with seal  
Name :  
Designation :

