



CORRIGENDUM No.2

This refers to our RFP No: 172014, dated 21/05/2014 released by us for 'Appointment of Transaction Processing Service Provider for Retail Liability Operations'.

1. Following clause is added to the RFP:

Payment and Payment Terms:

In consideration of the Successful Bidder providing deliverables and services and performance of the obligations as set out in this RFP/the Contract, the Bank shall pay to the Successful Bidder the fees as agreed. The Successful Bidder shall raise monthly invoices. It is agreed that the Bank shall make payments for all undisputed invoices to the Successful Bidder in accordance with the payment terms. The Bank shall make the payment to the Bidder deducting penalties, if any, within a period of 15 days. All the payments to the Successful Bidder shall be subject to the performance of the Services to the satisfaction of Bank of Maharashtra. There will not be any upfront/advance payment.

If the Bidder fails to deliver or perform the Services within stipulated time schedule as decided in SLA, BANK OF MAHARASHTRA shall, without prejudice to its other remedies available under the Contract, deduct from the ordered price, the liquidated damages, i.e., a sum equivalent to 1% of the billing amount for the preceding month subject to maximum of 10%, for each week of delay until satisfactory performance is ensured. BANK OF MAHARASHTRA reserves all the rights to levy the penalties under the contract in case satisfactory services are not restored.

Bank is entitled to withhold or deduct liquidated damages from the price under the contract or any other amount, which is due to Bidder from this contract, or any other contract.

Notwithstanding anything contained in this RFP/ the Contract or in any other document(s)

- a) under no circumstances BANK OF MAHARASHTRA shall be liable to the Successful Bidder and/or its employees / personnel / representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract;
- b) BANK OF MAHARASHTRA shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.

Any payments made to and received by authorized Successful Bidder personnel shall be considered as a full discharge of BANK OF MAHARASHTRA 's obligations for payment under the Contract.

The Successful Bidder is to do necessary customization and to implement the necessary changes to meet Bank's and regulatory requirement during the currency of the contract without any additional cost to the Bank.

Payment will be released centrally.

2. Following clause on page No. 21-22 under SLA definitions and measurements is modified as follows.

Timeline and Penalty for delay in project implementation

Present Clause	Modified Clause
<p>1. Timeline and Penalty for delay in project implementation</p> <p>The services should be operational as per following schedule from date of placement of Order. The bank wishes to go live for Pune region within 4 weeks of issuance of order to the shortlisted Service Provider.</p> <p>Penalty for each week of delay, will be applicable at 1% of the fees of guaranteed quarterly volume to achieve the milestones as indicated above, maximum penalty would be 10% of fees of guaranteed quarterly volume. Bank reserves the right to cancel order at any time if the services are not delivered as prescheduled date.</p>	<p>1. Timeline and Penalty for delay in project implementation</p> <p>The services should be operational as per following schedule from date of placement of Order. The bank wishes to go live for Pune District within 4 weeks of issuance of order to the shortlisted Service Provider.</p> <p>If there is any delay in the implementation of the system due to Service Provider's fault from schedule furnished by the Service Provider and accepted by the Bank, Bank will recover 5% on the total expected monthly bill, based on the minimum volume given in the RFP for each week of delay. This recovery will be subject to an upper limit of 10%. Thereafter the order may be cancelled at the discretion of the Bank and amount paid if any, may be recovered with 1.25% interest per month. Any deviations from the norms would be treated as breach of the contract and dealt accordingly by the Bank.</p>
<p>2. SLA for Scanning Services</p> <p>Images scanned may be verified by the Bank's authorized personnel on a random sample basis. The scanned image shall be compared with reference to the original document. If the document found to be not scanned or scanned improperly then it shall be the responsibility of the service provider to rescan, index and upload all such improperly scanned images. He shall not be paid any amount for rescanning of documents</p>	<p>No change</p>

Present Clause	Modified Clause
<p>and the whole rescanning of the documents will be done within 24 hours. There shall again be a comparison of such images by authority concerned and non-conformance found would be treated as a data entry error and there scanning would have to be done free of cost by the service provider.</p> <p>The scanned images would be exclusive property of the Bank. The service provider will enter into a Non-Disclosure Agreement with the Bank at the time of signing the contract.</p>	
<p>3. SLA for data entry</p> <p>The errors in data entry is subject to penalty @ 50% of the data entry of the particular application/ form</p>	<p>3. SLA for data entry</p> <p>The errors in data entry is subject to penalty @ 50% of the cost of processing of the document</p>
<p>4. SLA for Turn Around Time</p> <p>Non-conforming to TAT is subject to penalty @ 50% of the cost of processing the document.</p>	<p>4. SLA for Turn Around Time</p> <p>Non-conforming to TAT is subject to penalty @ 50% of the cost of processing the document.</p>
<p>5. SLA for uptime of Workflow application</p> <p>The Workflow application has to be up for at least 99.00% of the time during peak hours and should be up for at least 97.00% of the time during off peak hours. The Workflow application is deemed to be up if the users are able to log into the system and are able to fully execute all the functionalities of the system. The definition of Peak and Off Peak hours follow</p> <ol style="list-style-type: none"> 1) Bank's working days <ol style="list-style-type: none"> i. Peak hours: 8 AM to 10PM ii. Off Peak hours: 10 PM to 8 AM 2) Bank's Holidays (as pre decided by the bank) <ol style="list-style-type: none"> i. Off Peak hours: Whole day <p>The uptime shall be computed on a quarterly basis. For every 1% less than the standard mentioned above (for both Peak and Off Peak hours) in quarter, there shall be a penalty 1 % of the fees of guaranteed quarterly volume to achieve the milestones as indicated above,</p>	<p>5. SLA for uptime of Workflow application</p> <p>The Workflow application has to be up for at least 99.00% of the time during peak hours and should be up for at least 97.00% of the time during off peak hours. The Workflow application is deemed to be up if the users are able to log into the system and are able to fully execute all the functionalities of the system. The definition of Peak and Off Peak hours follow.</p> <ol style="list-style-type: none"> 1) Bank's working days <ol style="list-style-type: none"> i. Peak hours: 8 AM to 10PM ii. Off Peak hours: 10 PM to 8 AM 2) Bank's Holidays (as pre decided by the bank) <ol style="list-style-type: none"> i. Off Peak hours: Whole day <p>The uptime shall be computed on a monthly basis. For every 1% less than the standard mentioned above (for both Peak and Off Peak hours) in month, there shall be a penalty 1 % of monthly payment to achieve the milestones as indicated above, maximum penalty would be 10%</p>

Present Clause	Modified Clause
maximum penalty would be 10% of fees of guaranteed quarterly volume.	of monthly payment.

3. Following clause on page No. 28-29 under Cancellation of Contract & Compensation is modified as follows:

Present Clause	Modified Clause
<p>The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:</p> <ul style="list-style-type: none"> • The selected bidder commits a breach of any of the terms and conditions of the Bid /contract. • The bidder goes into liquidation voluntarily or otherwise. • The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory. • If deductions on account of liquidated Damages exceeds more than 10% of the total contract price. <p>After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.</p> <p>The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, forfeiture of EMD amount, if any, under this contract or any other contract/order.</p>	<p>The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:</p> <ul style="list-style-type: none"> • The selected bidder commits a breach of any of the terms and conditions of the Bid / contract. • The bidder goes into liquidation voluntarily or otherwise. • The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory. • If deductions on account of liquidated Damages exceeds more than 10% of the total contract price. <p>After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.</p> <p>The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, forfeiture of EMD amount, if any, under this contract or any other contract/order.</p> <p>Bank of Maharashtra may also, without assigning any reasons, terminate the contract by giving successful Bidder, a prior and written notice of 3 months indicating its intention to terminate the contract.</p>