

**Details of Corrigendum-2-RFP-192019- Supply, Installation & Commissioning of Computer Hardware & Peripherals at various locations of Bank of Maharashtra.**



**Details of Corrigendum-2 - REQUEST FOR PROPOSAL (RFP) for Supply, Installation & Commissioning of Computer Hardware & Peripherals at various locations of Bank of Maharashtra.**

RFP Ref.No.192019 Dated 06.12.2019

A. With reference to RFP Ref No.: 192019 dated 06.12.2019 published on our website <https://www.bankofmaharashtra.in>, following amendments to the RFP document are made with immediate effect.

SN	RFP Page No.	RFP Term/Clause no.	Clause as per RFP	Clause Revised as
1	9	ENVELOPE-I (Technical bid)	A Xerox copy of Commercial offer with prices duly masked be submitted along with the Technical Bid	A <b>Photo copy</b> of Commercial offer with prices duly masked be submitted along with the Technical Bid
2	9	ENVELOPE-II (commercial bid)	A Xerox copy of Commercial offer with prices duly masked be submitted along with the Technical Bid	A <b>Photo copy</b> of Commercial offer with prices duly masked be submitted along with the Technical Bid
3	28	4.19.1	The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.	The Bank shall be entitled to terminate the agreement with the bidder at any time by giving <b>Thirty (30) days</b> prior written notice to the bidder.
4	28	4.19.4	The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the Service Level Agreement.	<b>The Bank shall be entitled to terminate the contract in case of serious discrepancies observed in the services as mentioned in the Service Level Agreement giving at least 15 days prior notice to the bidder.</b>
5	32	4.30 Force Majure	The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes	The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an

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			<p>of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war etc.</p> <p>If a Force Majeure situation arises, the Bidder shall promptly notify Bank of Maharashtra in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Bank of Maharashtra in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of three months, Bank of Maharashtra and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.</p> <p>Notwithstanding above, the decision of Bank of Maharashtra shall be final and binding on the bidder.</p>	<p>event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable.</p> <p><b>Such events may include Acts of God, governmental act, political instability, epidemics, pandemic, flood, fire, explosion, accidents, civil commotion, war, computer viruses, industrial dispute, labour unrest and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.</b></p> <p>If a Force Majeure situation arises, the Bidder shall promptly notify Bank of Maharashtra in writing of such conditions and the cause thereof within <b>fifteen (15) calendar days</b>. Unless otherwise directed by Bank of Maharashtra in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>In such a case, the time for performance shall be extended by a period not less than the duration of such delay. <b>If the duration of delay continues beyond a period of one months, Bank of Maharashtra and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.</b></p> <p>Notwithstanding above, the decision of Bank of Maharashtra shall be final and binding on the bidder.</p>
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6	74	<b>Annexure-S, cause no. f, Date/ Time of reverse auction</b>	Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.	Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'. <b>Bank would not be liable for any failure of system, power failure, loss of internet connectivity, Inability to use the System, loss of electronic information, UPS failure etc.</b>
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**B. The following Severability Clause is also incorporated as a part of RFP no. 192019 with immediate effect.**

**SEVERABILITY :**

- i) If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- ii) In the event any court or other government authority shall determine any provisions in this agreement is not amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- iii) In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP."

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**C. RFP page No. 56- ANNEXURE K: PERFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY \ GUARANTEE FOR PAYMENT OF EMD stands revised as under-**

Bank Guarantee no.:

Date\_\_\_\_\_

Period of Bank Guarantee: Valid upto\_\_\_\_\_

Amount of Bank Guarantee: Rs.\_\_\_\_\_

To,

Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

THIS DEED OF GUARANTEE made at ..... this .....day of ..... between Bank of ..... a banking company having its office at ..... hereinafter referred to as 'the Bank' of the One Part and **Bank of Maharashtra, a company constituted under the Banking companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at Bank of Maharashtra, Central Office, 'Lokmangal', 1501, Shivajinagar, Pune 411005** hereinafter called the Beneficiary, of the other Part.

1. Whereas the Beneficiary had invited tenders for supply, installation, commissioning of Computer Hardware, Software and networking components at various locations vide tender No 192019 dated \_\_\_\_\_.
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favor of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 25 lakhs (Rs. Twenty Five lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s \_\_\_\_\_ hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Computer Hardware, Software and networking components at various locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.

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4. At the request of the said M/s.\_\_\_\_\_ the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs.25 lakhs (Rupees twenty five lakhs only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

Any such demand made by the Beneficiary shall be binding and conclusive as regards amount due and payable by the Contractor to the Beneficiary. And the Bank undertakes to pay unconditionally on written demand without demur and the claim of beneficiary shall be conclusive and binding as to the amount specified therein.

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the contractors for carrying out and completing the work under the said contract or any modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

AND it is agreed and declared that this guarantee will remain in force until the time fixed in the said contract for completion of the said work or until the expiration of any extended time for such completion and shall be valid for a period of six months from the date hereof i.e. the guarantee shall be valid upto .....

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the contractor's company goes into liquidation or there is any change in the constitution of the

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said Company or management of the said Company and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank.

Notwithstanding anything contained herein:

- a. The Bank's Liability .....not exceed Rs.\_\_\_\_\_. (Rupees \_\_\_\_\_).
- b. This Bank Guarantee shall be valid up to \_\_\_\_\_.
- c. Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before \_\_\_\_\_ (date of expiry of the Guarantee).
- d. ***Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of one year from the date of expiry on top of the guarantee period so as to avail benefit of Exception 3 of the Section 28 of the Indian Contract Act, 1872. In other words, The Bank issuing such guarantee will not be liable under such guarantee to the beneficiary after the expiry of the claim period of one year, regardless of period of limitation under the Limitation Act, 1963. Commission for the claim period also be charged to the customer.***

Or

***If a Bank Guarantee is issued with a claim period of less than one year on top of the guarantee period, then such guarantee will not have the benefit of Exception 3 of the Section 28 of the Indian Contract Act, 1872. In other words, The Bank issuing such guarantee could stand exposed to period of limitation under the Limitation Act, 1963, which period is 30 years when the Government is the guarantee beneficiary and 3 years when any other party is the guarantee beneficiary."***

IN WITNESS WHEREOF the Bank has put its seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr.....

For and on behalf of the Guarantor Do so and

to affix the seal of the Bank, in the presence of .....

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**D. Page no.7, bid collection and submission date stands revised as under-**

<b>Tender Reference No.</b>	<b>192019</b>
Date of closure of tender document	<b>09/01/2020 up to 14:00 hrs.</b>
Last Date and Time for receipt of tender offers	<b>09/01/2020 up to 14:00 hrs.</b>
Date of opening of technical bids	<b>09/01/2020 at 16:00 hrs.</b>

**Note: - Except above clauses, there is no other change in RFP document.**

**Deputy General Manager  
Information Technology**