



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra  
भारत सरकार का उद्यम  
एक परिवार एक बैंक

Head Office, Lokmangal  
1501, Shivaji Nagar, Pune 411 005

### CORRIGENDUM

Please refer to our earlier notice published on **13.03.2020** inviting Proposal from Eligible bidders for **SUPPLY, INSTALLATION AND IMPLEMENTATION OF TRADE FINANCE SOLUTION, RFP No 042020**. Last date for opening of eligibility bid & technical bid has been revised due to COVID-19 pandemic situation. The corrigendum & revised dates are available on Bank's website <https://www.bankofmaharashtra.in> in the Tenders Section.

**Deputy General Manager  
Information Technology**



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Head Office, Lokmangal  
1501, Shivaji Nagar, Pune 411 005

11<sup>th</sup> May 2020

### **CORRIGENDUM**

Please refer to our earlier notice published on **13/03/2020** inviting bids for “**SUPPLY, INSTALLATION AND IMPLEMENTATION OF TRADE FINANCE SOLUTION**” (RFP No. **042020**).

Following correction be read in the tender document.

**1) Revised commercial format:**

The revised commercial format is attached as Annexure-I.

**2) Revised Dates for Bid submission are as under:**

Last Date of Sale of RFP Document : 29/05/2020 upto 14:00 hours.

Last date and time for Bid submission : 29/05/2020 upto 14:00 hours.

Date of Opening of Eligibility Bid & Technical Bids: 29/05/2020 at 15:00 hours.

**3) Amendment in clauses in RFP. The amendment are enclosed as Annexure-II.**

**(Devdatta Rokade)**  
**Deputy General Manager**  
**Information technology**

**Amendment in clauses in RFP**

<b>S. No.</b>	<b>Page No</b>	<b>RFP Term/ Clause no.</b>	<b>Clause as per RFP</b>	<b>Clause Revised as</b>
1	66	Inspection of records, 8.8	All records captured – video, security register, access control of Bank’s, hardware movement, helpdesk tickets, escalations etc. for the allocated server room, NOC room and any other area provided to the Bank shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank’s auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.	All Bidder records with respect to any matters covered by this tender shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank’s auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.
2	70	Force Majeure, Point No. 2	1. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations	Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to,

			<p>under the contract is the result of an event of Force Majeure.</p> <p>2. For purposes of this Clause ,</p> <p>"Force Majeure" means an event explicitly beyond the reasonable control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.</p> <p>3. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform bidder's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>4. In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations in an endeavor to find a solution to the problem.</p>	<p>act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war, industrial dispute, labour unrest and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.</p> <p>Each Party agrees to give to the other a Seven (7) calendar days written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.</p> <p>If the event of force majeure continues for a period of more than Fifteen (15) consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party.</p>
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3	75	Termination, Point 8.24	<p>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.</p> <p>The Bank shall be entitled to terminate the agreement at any time by giving notice if: The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.</p> <p>The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p> <p>The bidder shall have right to terminate only in the event of winding up of the Bank.</p>	<p>The Bank, without prejudice to any other remedy for breach of contract, by written notice (with a notice period of 30 days) of default sent to the Successful Bidder, may terminate this Contract in whole or in part:</p> <p>a) If the Successful Bidder fails to deliver any or all of the Goods/Services within the period(s) specified in the Contract, or within any extension thereof granted by the BANK; or</p> <p>b) If the Successful Bidder fails to perform any other obligation(s) under the Contract and fails to cure the same within a curing period granted by the Bank through a written notice; or</p> <p>c) In the event the Bank terminates the Contract in whole or in part, the BANK may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.</p>
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4	93	Annexure 5: Eligibility Criteria - Point 3	The bidder should have a turnover of Rs. 50 crores for last 3 financial years from the IT services segment/ system integration of the company from their India Operations.	The bidder should have a turnover of Rs. 15 crores for last 3 financial years from the IT services segment/ system integration of the company from their India Operations.
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**Note: Reply to the Pre-bid queries are uploaded separately in the website.**

**(Devdatta Rokade)**  
**Deputy General Manager**  
**Information Technology**