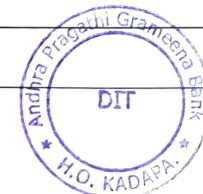




**CORRIGENDUM 4 TO GEM BID GEM/2023/B/3643897 dated 10/07/7023 FOR IMPLEMENTATION OF HRMS UNDER SAAS MODEL**

Page No. of RFP	Section	Existing Clause	New/Amended Clause
	Process of Indemnity	No existing clause	<p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence; (iii) if the Indemnifying Party does not assume full control over the defence of a claim as provided in this clause, the Indemnified Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>
25 & 26 116,117 & 118	Penalties	No maximum cap defined	Each sub-section under penalties is capped to 5% of TCO





**ఆంధ్ర ప్రదేశ్ గ్రామీణ బ్యాంక్**  
**ANDHRA PRADESH GRAMEENA BANK**  
(Sponsored by CANARA BANK)  
**COMMITTED TO RURAL DEVELOPMENT**

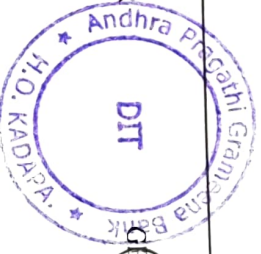
Page No. of RFP	Section	Existing Clause	New/Amended Clause
27 & 119	Payment Terms	<b>Subscription Cost:</b> Payment shall be made in Arrears after deducting LD if any & taxes against submission of invoice with effective Date of Golive of the respective Module	<b>Payment of Subscription Cost</b> a) For the month of Golive, payment will be made in Arrears after deducting LD if any & taxes against submission of invoice with effective Date of Golive of the respective Module b) Post Golive, Payments will be made in Advance on Monthly basis after deducting LD if any & taxes against submission of invoice for the respective Module which are made live All other T&C w.r.t Payments will be as per RFP
	Acceptance criteria for deliverables	No existing clause	Within 3 weeks from Bank's receipt of a draft deliverable, Bank will notify the selected bidder if it is accepted. If it is not accepted, Bank will let the selected bidder know the reasonable grounds for such non acceptance, and selected bidder will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Bank does not notify selected bidder within the agreed time period or if the Bank uses the draft deliverable, it will be deemed to be accepted
49	Eligibility Criteria	The Turnover of the Bidder should be minimum Rs.20 Crores each year during last Three financial years (i.e. 2020-21, 2021-22 and 2022-23).	The Turnover of the Bidder should be minimum Rs.20 Crores each year during last Three financial years (i.e. 2020-21, 2021-22 and 2022-23) If 2022-23 audited results are not published as on the date of bid submission, the audited financials of 2019-20, 2020-21 & 2021-22 to be submitted for eligibility valuation.
49	Eligibility Criteria	The Bidder must be net profit (after tax) making entity continuously for the last three years, that is financial years - 2020-21, 2021-22 and 2022-23	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 2 (two) out of 3 (three) financial years that is financial years - 2020-21, 2021-22 and 2022-23. If 2022-23 audited results are not published as on the date of bid submission, the audited financials of 2019-20, 2020-21 & 2021-22 to be submitted for eligibility valuation.
	Bid Submission Date	Last date for submission of bid is 31.08.2023	Last date for submission of bid is 11.09.2023

25.08.2023

SENIOR MANAGER

SENIOR MANAGER

CHIEF MANAGER



CHIEF MANAGER