



PRE-BID CLARIFICATIONS

Pre-bid Meeting held on April 29, 2020 at 3:00pm (over Skype).

Pre-bid meeting for the aforesaid RfP was held online using Skype on April 29, 2020. Based on the discussions with the bidders during the meeting and CORONAVIRUS – LOCKDOWN 3 guidelines issued on May 1, 2020 by Government of India and respective agencies and relaxations accorded therein, following clarifications may please be noted.

S. No.	Page / Section Number in RfP	Description	Bidder(s) Query	SIDBI's Response												
1	<u>Submission of Tender cost & EMD</u>		As an alternate to the form & manner as prescribed at RfP Section 4.6 "Tender Form Cost" & Section 4.7 "Earnest Money Deposit (EMD)", Tender cost of Rs. 500/- and EMD of Rs.4,80,000/-, may be deposited directly in SIDBI's Bank A/c and copy of e-receipt should be submitted along with documents. SIDBI's Bank A/c Details are as under:													
			<table border="1"> <tr> <td>Account Name</td> <td>Small Industries Development Bank of India</td> </tr> <tr> <td>Bank</td> <td>State Bank of India</td> </tr> <tr> <td>Branch</td> <td>Bandra Kurla Complex, Mumbai - 400051</td> </tr> <tr> <td>Type of Account</td> <td>Current Account</td> </tr> <tr> <td>A/c No.</td> <td>37823159064</td> </tr> <tr> <td>IFSC Code</td> <td>SBIN0004380</td> </tr> </table>	Account Name	Small Industries Development Bank of India	Bank	State Bank of India	Branch	Bandra Kurla Complex, Mumbai - 400051	Type of Account	Current Account	A/c No.	37823159064	IFSC Code	SBIN0004380	
Account Name	Small Industries Development Bank of India															
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Type of Account	Current Account															
A/c No.	37823159064															
IFSC Code	SBIN0004380															
2	Nil	Nil	<ul style="list-style-type: none"> Tender is to supply Oracle License and ATS only or Vendor/Bidder has to provide on-site or remote support on demand? 	<ul style="list-style-type: none"> Please refer para 3. Broad Scope of Work of the RfP. Only the Oracle s/w Licenses and ATS thereof for the first year is required to be supplied. No on-site or remote support is required. 												



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3	4.7.4 at Pg.12 & 7.2.3 at Pg.22	As per RfP.	<ul style="list-style-type: none"> MSME under NSIC is exempted from Tender fee and EMD as per Tender clause 7.2.3 but Clause 4.7.4 says request for exemption will not be entertained. 	<ul style="list-style-type: none"> Exemption for Tender fee and EMD is allowed only for Micro and Small Enterprises (MSE) as per the provision detailed in RFP Section 7.2.
4	7.2.3 at Pg.22	As per RfP	SIDBI has given exemption to submit Tender Fee and EMD to MSE certified companies. However, MSME certified are also given same exemptions in many other tenders issued by Public Sector Banks like UCO Bank, Central Bank etc. Hence, we request SIDBI to allow exemption to submit Tender Fee and EMD to MSME Certified companies.	No Change
5	4.14 at Pg.15	As per RfP	Due to nationwide lockdown due to spread of COVID 19 and various guidelines of Govt to minimise social-physical contacts and travel we request SIDBI to allow bid submission via email in password protected file. Hardcopy of the proposal can be submitted at later stage.	No Change.



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6	4.17 at Pg.15	As per RfP	<p>Due to the reason stated above, we request SIDBI to allow bidders to submit following documents in their letter head electronically:</p> <p>i) Power of Attorney for authorized signatory – Annexure-V / Existing PoA with Board Resolution.</p> <p>ii) Bank Mandate Form – Annexure-VI.</p> <p>iii) Non-disclosure agreement as per Annexure-VIII.</p> <p>iv) PRE-CONTRACT INTEGRITY PACT as per ANNEXURE-X</p> <p>However, bidders will submit the above document in expected format at a later stage.</p>	No Change.
7			Please confirm whether installation is also in the bidder's scope.	Please refer para 3. Broad Scope of Work of the RfP. Only the Oracle s/w Licenses and ATS thereof for the first year is required to be supplied. No installation is required.
8			Please confirm how SIDBI will procure ATS from second year onwards.	ATS for second and subsequent years shall be procured in respective years through the separate procurement process as approved by the Bank.



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9	4.7. Earnest Money Deposit (EMD), Page 12	As per RfP	We request respective department to provide exemption for submission of tender fee and EMD for NSIC Certified bidders	Exemption for Tender fee and EMD is allowed only for Micro and Small Enterprises (MSE) as per provision detailed in RFP Section 7.2.
10	4.15. Pre-Contract Integrity Pact (IP), Page 15	The bidder has to submit signed Pre-Contract Integrity Pact (IP) as per the format at Annexure-X on the non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution	We request respective department to accept pre-contract integrity pact on company letter head and ask to submit on non-judicial stamp paper during order execution because due to COVID – 19 Pandemic all the services will not be available.	No Change
11	Critical Information/General, Page 04	Address for Bid Submission	Our Suggestion is to conduct bid process online, because due to COVID – 19 Pandemic all the services will not be available.	No Change
12			1. Due to the prevailing Covid-19 situation courier services are disrupted in almost all parts of India and hence we would not be in a position to send any hard copy in courier till the situation improves. 2. We all being into a lockdown situation and none of our employee having a essential service pass,	No Change



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			physical presence for submission of documents seem to be difficult. 3. Mumbai & Thane city falling into Red Zone, it is quite possible and expected for this lockdown to get extended further, which again will leave us staying indoor and working from home. 4. Acceptance of EMD to be allowed through online transfer rather than DD, by sharing the SIDBI account details to ease the process. 5. The major challenge of submitting hard copies are the one's asked to be printed on judicial stamp paper, which is not available at the current situation. 6. Hence, I request to allow us to submit the soft copies of the very important documents which are available with us and hard copies can be submitted once the lockdown period gets over.	
13		Submission of Bids	Considering the current lockdown situation, the physical submission of bids will not be possible. We hereby suggest that the bids be allowed to be submitted via emails. For confidentiality purpose, the files can be password protected. The files and passwords shall be shared to two different persons separately. There will be two files, for technical and commercial.	No Change.



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			Also, you may waive off the power of attorney clause as signing the documents will not be possible. Now a days, the official email ids are valid.	
14		Tender Cost and EMD	Considering the current lockdown situation, we request you to waive off the tender cost and EMD as getting the DD's/BG will not be possible.	<ul style="list-style-type: none"> Exemption for Tender fee and EMD is allowed only for Micro and Small Enterprises (MSE) as per provision detailed in RFP Section 7.2.
15	Page #13 Section 4.7 Earnest Money Deposit (EMD): Clause 4.7.7	As per RFP	<p>Clause may be revised as under:</p> <p>The bid security (EMD) may be forfeited:</p> <ul style="list-style-type: none"> If a Bidder withdraws its bids during the period of bid validity. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract. In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract. 	No Change
16	Page #23 8.2. Terms of Payment	As per RFP	<p>Clause may be revised as under:</p> <p>8.2. Terms of Payment The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.</p>	No Change



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			<p>8.2.4. TDS, if any, will be deducted while releasing the payment.</p> <p>8.2.5. All Payments will be made to the Bidder in Indian Rupee only.</p> <p>8.2.6. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by SIDBI and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</p>	
17	Page # 24 8.3 Liquidity damages for Default in Delivery	As per RFP	<p>Clause may be revised as under:</p> <p>8.3. Liquidity damages for Default in Delivery</p> <p>8.3.1. If the vendor fails to deliver the items within stipulated period, Bank will impose a penalty of 1% of the order value for the late delivered item for each week's delay or part thereof, subject to maximum of 5% of value of the late delivered items.</p>	No Change



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			8.3.2. In case the delay exceeds FIVE weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.	
18	Page # 26 9.6. Compliance with all applicable laws:	As per RFP	Clause may be revised as under: 9.6. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender	No Change
19	Page # 26 9.7. Compliance in obtaining approvals/ permissions/ licenses	As per RFP	Clause may be revised as under: 9.7. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project.	No Change
20	Page # 28 9.17. Patent Rights	As per RFP	Clause may be revised as under:	No Change.



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S. No.	Page / Section Number in RfP	Description	Bidder(s) Query	SIDBI's Response
			This is a third-party products as such we cannot give any third party infringement warranty. Clause may be deleted	
21	Page # 29 Section 9.18.3.	As per RFP	Clause may be revised as under: Clause may be deleted	No Change
22	Page # 30 Section 9.22. IPR Infringement	As per RFP	Clause may be revised as under: This is a third party products as such we cannot give any third party infringement warranty. Clause may be deleted.	No Change.
23	Page # 30 Section 9.23. Limitation of liability	As per RFP	Clause may be revised as under: 9.23. Limitation of liability In no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.	No Change.



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24	Page # 30 9.24. Rights to Visit	As per RFP	Clause may be revised as under: 9.24. Rights to Visit Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the bidder which shall not be less than 10 days. The cost of such audit shall be borne by the SIDBI. SIDBI shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the SIDBI relieves Bidder from meeting the applicable service levels. SIDBI will ensure that the auditor (except CAG) appointed to conduct the audit will not be the competitor of Selected Bidder and will be bound by confidentiality obligations	No Change.
25	Page # 31 9.29. Indemnity	As per RFP	Clause may be revised as under: This is a third party products as such we cannot give any third party infringement warranty. Clause may be deleted	No Change.
26	Page # 36 Bid Forwarding Letter	As per RFP	Multiple changes in the Bid Forwarding Letter were suggested	No Change
27	Page # 49 Non-Disclosure Agreement	As per RFP	Clause may be revised as under: Non-Disclosure Agreement	No Change



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			This should be mutual.	
28	Page # 54 Pre-Contract Integrity Pact	As per RFP	Multiple changes in the Pre-Contract Integrity Pact were suggested	No Change

***** END OF REPORT *****