



भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

## शुद्धिपत्र/ Corrigendum

"Request for Proposal (RfP) for Appointment of Consultant for carrying out Gap Study of the IT Systems for the Application to Sanction Journey of Direct Credit Business"

प्रत्यक्ष ऋण व्यवसाय की मंजूरी-प्रक्रिया के ऐप्लीकेशन में आईटी सिस्टम संबंधी अंतरालों का अध्ययन करने के लिए परामर्शदाता की नियुक्ति (आरएफपी)

Tender No. 314/2022/1681/HO1/DCV dated January 05, 2022

Last date for submission and opening of proposals has been extended as follows:

Last Date for submission of proposals	February 04, 2022 till 02.00 p.m. SIDBI, 15 Ashok Marg, Lucknow-226001
Opening of proposals	February 04, 2022 till 03.30 p.m. SIDBI, 15 Ashok Marg, Lucknow-226001

Kindly refer to Annexure – “Response to pre-bid clarifications” for other corrigendum / clarifications.

**Annexure- Response to pre-bid clarifications**

S. No.	Clause of RfP	Query of participant Bidder	Response
1.	<p>7.5.2 Bidder should have experience of at least 2 completed assignments for management <b>consultancy combined with IT consultancy for Banks / Financial Institutions</b>. The assignments should have been completed in last 5 years.</p> <p>5 years will be counted from date of completion of Assignment.</p>	<p>Bidder should have experience of at least 2 completed assignments for management <b>consultancy / IT consultancy for Banks / Financial Institutions / Central or State Government Departments / PSUs</b>.</p> <p>The assignments should have been completed in last 5 years.</p> <p>5 years will be counted from date of completion of Assignment.</p>	<b>Agreed.</b>
2.	<p>7.6.4) Experience in providing management <b>consultancy combined with IT consultancy services</b> at Banks / Financial Institutions for a minimum tenure of 3 months, in the areas of <b>Digital solutions for credit delivery process for Banks / Financial Institutions</b> in India in the last 5 years. 5 years will be counted from date of completion of Assignment.</p> <p>Experience with Development Financial Institutions would be an added advantage</p>	<p>Experience in providing management <b>consultancy / IT consultancy services</b> at Banks / Financial Institutions / Central or State Government Departments / PSUs for a minimum tenure of 3 months, in the areas of <b>digital solutions in India</b> in the last 5 years.</p> <p>5 years will be counted from date of completion of Assignment.</p> <p>Experience with Development Financial Institutions would be an added advantage.</p>	<b>Agreed.</b>
3.	<p>8.3.3) Confidentiality</p> <p>The Consulting Agency their Sub-consultants and the Personnel of either</p>	<p>We request you to add the following to the existing clause:</p> <p>In the event that the Receiving Party</p>	<b>No Change.</b>

<p>of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the SIDBI business or operations without the prior written consent of the SIDBI.</p>	<p>or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information or where the Receiving Party wishes to disclose to its professional indemnity insurers or to its advisors, the Receiving Party agrees that it will, as far as is legally and practically possible, provide the Disclosing Party with prompt notice of such request or requirement in order to enable the Disclosing Party to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed. In any such event, the Receiving Party will use its reasonable efforts to ensure that all Confidential Information and other information that is so disclosed will be accorded confidential treatment. The Receiving Party shall be permitted to retain copies of such Confidential Information as it is</p>	
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		<p>required to retain for legal or professional regulatory purposes. The Receiving Party's confidentiality obligations shall continue throughout the time, such Confidential Information is retained notwithstanding the termination of the Engagement.</p>	
		<p>Addition of additional clauses</p> <p>Request you to add the following clause for Indemnity: Each Party agrees to indemnify the other in case of any losses incurred or damages suffered by the party seeking indemnity due to claims from third parties or any fraud, misrepresentation or omission of facts by the indemnifying party or its personnel.</p> <p>Non-solicitation : Each Party undertakes during the effective term of this Engagement and for a period of 1 (one) year thereafter, not to solicit, hire or employ directly or indirectly any partner, director, personnel or employee of the other Party who has had any involvement in the Engagement except with the prior written consent of the other Party. If such consent is given a fee of 15% of the individual's annual</p>	<p><b>No change.</b></p>

		<p>total compensation (cost to company) shall be payable to the other Party. Notwithstanding the foregoing, nothing shall prohibit the Parties from offering employment to persons who respond to a general solicitation or advertisement.</p> <p>Non exclusivity: The Parties acknowledge that the Firm shall have the right to provide consulting or other professional services of any kind or nature whatsoever to any person or entity as the Firm in its sole discretion deems appropriate.</p>	
4.	Page no. 4 Table 1 Sl. No. 7, Last date for submission of bids.	Requesting the bank to kindly extend the last date by 15 days.	<b>Extension of last date for submission is proposed to be changed to Feb 04, 2022.</b>
5.	7.6.4) SN. 5) Composition of rest of the team, quality and suitability – includes number and experience of professionals deployed for duration of assignment, other experts / capabilities proposed to be drawn, etc	05 marks have been allocated for team composition other than project head & domain expert . We would like to know how many CVs are expected for this role.	<b>Nothing specific in this regard. Bidder to decide the same as per project requirement.</b>
6.	6.2 Scope of Work: Point 1, Study and review the various software systems/applications associated with the credit lending journey from pre-	Does the bank want the consultants to recommend the names of the Fintech in various areas which can integrate with SIDBI's ecosystem	<b>Could be suggested during project discussion/</b>

	origination to sanction and identify the gaps where digital interventions can provide solutions	and provide certain services for better customer service & reduce the TAT for SIDBI.	<b>implementation stage.</b>
7.	9.18. Annexure – XVIII: Modalities for submission of E-Bids	Request if we can submit the hard copy of the response to the RFP at the SIDBI Office, BKC, Mumbai.	<b>No change. Provision of submission of E bid is already mentioned at 9.18. Further, Hard Copy to submitted Lucknow HO within one week from last date of final submission of Bids.</b>
8.	9.2 Annexure –II: Minimum Eligibility Bid	Line Item No. 4 missing in the RFP	<b>No change.</b>
9.	9.5. Annexure –V: Letter of Competence	If this can also be submitted on Bidder’s company letter head) owing to current COVID situation instead of non-judicial stamp paper.	<b>Agreed.</b>
10.	4.10. Deadline for submission of Bids: Last date for submission of bids	If we can get an extension to the date of submission by 1 week owing to multiple public holidays in Jan 2022 and current peak of COVID situation.	<b>Extension of last date for submission is proposed to be changed to Feb 04, 2022.</b>
11.	5.1 - Introduction	If we can request for an enterprise level view of various systems	<b>Addressed during Pre-Bid</b>

		deployed currently for Direct Lending vertical to understand the overall, IT ecosystem and architecture.	<b>meeting.</b>
12.	6.2 (6) The consultant would be required to specify various software tools to optimise the planning, management, development and deployment processes.	Request to clarify what specific process areas are referred for optimising in the above.	<b>Processes are already detailed in section 6.1 of RfP.</b>
13.	6.4.1 (e.) Specify tools for improvement in the software design, delivery, testing, deployment and maintenance / monitoring	Need clarification if this is currently done in-house or through outsourced partners.	<b>Addressed during Pre-Bid meeting.</b>
14.	6.1 Introduction and Project overview , Pre-origination	It is mentioned that leads originate from various other sources in addition to business development and walk-in customers. Can you elaborate on what are the other channels of lead generation ? Are these leads entered and manually allocated to relationship managers in the LMS system today?	<b>Yes, leads are entered and manually allocated to RM.</b>
15.	Clause 6.1-Though SIDBI has been extending credit flow / financial support to MSMEs through various channels viz. Direct Finance, Indirect finance to Banks, FIs, other financial intermediaries for onward lending to MSMEs etc., a need is felt to transform business under direct.	Does existing lead management & Credit software support only direct financing channel?	<b>RFP is limited till sanction, hence Yes lead management system and credit software support only DFS.</b>
16.	Clause 9.18 -The interested bidders shall	Please Confirm the E-mail address	<a href="mailto:ccg@sidbi.in">ccg@sidbi.in</a>

	submit the E-Bids / Proposals to designated E-mail Ids only in place of physical submission.	to submit E-Bid.	
17.	Clause 9.18-Evaluation process would start based on E-bids submitted by the bidders; however, the bidders shall also ensure that physical copies of the eligibility and technical bids only are also submitted in due course on or before January 27, 2022.	Requesting to accept E-BID copies only via e-mail zip folder.	<b>Submission of E bid till Feb 04, 2022 and physical copies to be submitted in due course preferably by Feb 11, 2022.</b>
18.	Clause 9.18 c) -In regard to the annexures to be submitted on the Non-Judicial Stamp Paper, in case bidders find difficulty in obtaining the stamp papers, the bidder may submit the soft copies as per the following.	Please explain the format? Can we submit all the required annexures in PwC letter head?	<b>No change, scanned copy can be submitted on the letter head of bidder as mentioned in RfP.</b>
19.	Clause 8.5-The Consultant will be appointed for a period upto 6 weeks from the date of appointment, which inter-alia shall include the period of successful implementation	Since it is mentioned that the contract period will be for 6 weeks, please clarify if this time will commence from the date of signing of Contract?	<b>6 weeks from the date of purchase order OR as per mutually agreed terms.</b>
20.	Clause 8.1.8-The Services shall be performed at such locations as the SIDBI may approve.	Will it be 100% virtual delivery?	<b>Depending on prevailing condition owing to pandemic it will be online else services are expected at</b>



			<b>Lucknow HO.</b>
21.	Clause 10 & Clause 4.3.1 - RFP Procurement Cost/ Tender Fees	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	<b>No change.</b>
22.	Clause 8.3.4 - Liability of the Consulting Agency	Please note we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:  Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	<b>No change.</b>
23.	Clause 8.3.3-Confidentiality	Request to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the	<b>No change.</b>

		<p>information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.</p> <p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain</p>	
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		<p>confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</p>	
		<p>Additional Clause to be introduced</p> <p>Please appreciate that this is a prestigious project for us, and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.</p>	<p><b>May be allowed subject to discretion of SIDBI.</b></p>
24.	Clause 8.7.2 & Clause 8.12.2 - Indemnification	<p>We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also</p>	<p><b>No change.</b></p>

		<p>mentioned in the MeitY guidelines.</p> <p>1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or</p>	
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		<p>likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a noninfringing equivalent; iii. Modify it to make it noninfringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p>	
25	Clause 8.7.1 -Indemnification	<p>There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>	<b>No Change.</b>

26	<p>Clause 8.7.5 - Indemnities for death and bodily injury. The consulting agency shall at all times indemnify the SIDBI against any claims which may be made under the Workmen's compensation act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen, staff and agent of the consulting agency or to the person whether in the employment of the consulting agency or not.</p>	<p>Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.</p>	<p><b>No Change.</b></p>
27	<p>Clause 8.7 Indemnification</p>	<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 Defense 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</p>	<p><b>No Change</b></p>

		<p>attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense 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;</p> <p>(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)</p>	
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		<p>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 defenses 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>	
28	Clause 8.3.2 - conflict of interest	We wish to highlight that we are a large organization providing various services to various state and central	<b>No Change.</b>



		<p>government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	
29	<p>Clause 8.6.5 a) -LDs capped at higher percentage. If the selected bidder fails to complete the project within stipulated time, SIDBI will impose a penalty of 1% of the contract value for each week's delay or part thereof attributable to the bidder, subject to maximum of 10% of the contract value.</p>	<p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	<b>No Change.</b>
30	<p>Clause 8.6.5- Penalty for default in services</p>	<p>We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p>	<b>No Change.</b>
31	<p>Clause 8.6.5 b)- Not limited to solely our fault. Penalty would not be applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is responsibility of the selected bidder to</p>	<p>We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.</p>	<b>No Change.</b>

	prove that the delay is attributed to the Bank or Force Majeure.		
32	<p>Clause 8.6.4 e-Time is of essence. The time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Consulting Agency , which in the opinion of SIDBI should entitle the Consulting Agency to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations.</p>	<p>By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract. Thus, request you to kindly delete this clause.</p>	<p><b>Agreed. Clause will be deleted from RfP.</b></p>
33	<p>Clause 8.3.7- Widely worded audit rights. The Consulting Agency (i) shall keep accurate and systematic accounts and records in respect of the Services, in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; and (ii) shall permit the SIDBI or its designated representative periodically, and up to one year from the expiration or termination of this</p>	<p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be</p>	<p><b>Agreed.</b></p>

	Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the SIDBI.	in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	
34	No third-party disclaimer- Addition of clause	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct	<b>No Change.</b>
35	No acceptance Criteria- Addition of clause	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:  Within 10 days (or any other agreed	<b>To be decided at time of execution of Agreement.</b>

		<p>period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	
36	<p>Eligibility Criteria Point 4 at Page 34 (Pre-qualification requirement regarding blacklisting / debarment)</p>	<p>The Client is requested to revise the pre-qualification regarding blacklisting/ debarment. Entities that are not blacklisted / debarred at the time of the submission of bid should be allowed to participate in the tender process. Further, entities whose blacklisting was subsequently revoked / set aside should also be allowed to participate in the tender process.</p>	<p><b>No change. Addressed during pre-bid meeting.</b></p>
37	<p>Self-Declaration for non blacklisting Annexure IV and Page 71 (Declaration on blacklisting / debarment)</p>	<p>The Client is requested to allow us to submit the blacklisting declaration based on the present status of our blacklisting / debarment as on date of submission of the bid.</p>	<p><b>No change. Addressed during pre-bid meeting.</b></p>
38	<p>Deployment of Resources</p>	<p>If there are any circumstances that</p>	<p><b>To be decided as</b></p>

		<p>reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.</p>	<p><b>per prevailing pandemic situation as per state orders.</b></p>
39	<p>Annexure XVII Page 95 -The Consultant should not be owned or controlled by any Director or Employee of SIDBI (or their Relatives).</p>	<p>We understand that this declaration pertains to confirmation wrt related party transaction u/s 188 of the Companies Act, 2013. We understand that the related party provisions however do not apply when a transaction is carried out in the ordinary course of business at an arm's length price and this holds true even when parties are related to each other. Given that this is a tender situation, we submit that this is not a non-arm's length price / transaction. Hence, we request you to kindly consider making the requirement of giving such related</p>	<p><b>No Change.</b></p>

		party confirmation/ declaration non-mandatory or removing it from the declarations.	