



**Pre Bid Query Response**

**Request for Proposal For Resource deployment for Web Applications and Services development**

**RfP No. : 400/2017/1193/BYO/ITV dated July 25, 2016**

Sr.no	Page No.	Clause No.	Description in RFP	Clarification Sought	SIDBI Clarification
1	35	5.4 Evaluation of Eligibility Criteria - Point 8	The bidder should have development center in Mumbai/Navli Mumbai/Thane region with resources for JEE, .NET and Mobile application development (for both, native and hybrid) technologies.	Amendment of eligibility criteria requested: If Local office is not available in Mumbai, the bidder will create a point of contact to be based in Mumbai, within 30 days of Contract awarded.	No change in RFP clause.
2		4.2	This RfP is being issued to hire the Resources for development, maintenance and support of Web Applications and Services with the initial requirements as mentioned in the "Section 4.5 Staffing Requirements" at SIDBI location, Mumbai	Team lead and 7 developers will be the part of development ,support and maintenance ? Are there any existing web applications for support ? If yes then how many, Is there any third party tool integration with applications ? Which ticketing tool is used for incidence managements ? If yes, there are existing applications then what is the monthly call volume per application with P1 and P2 call count.	SIDBI is currently using various java / web applications. The resources would be mainly deployed for development / enhancement and maintenance of the existing / new applications and need based support. Currently, no third party tool is integrated. The details about the call logging platform and call details will be shared with the selected bidder.
3		4.7.1	Requirement 1:	What will be the experience level for other resources ? By when these resources can be expected ? What will be the lead time to deploy them	Please refer to clause no. 4.7.1 & 4.12.1. No change in RFP clause.
4		4.7.2	Requirement 2:	What will be the experience level for other resources ? By when these resources can be expected ? What will be the lead time to deploy them	Please refer to clause no. 4.7.1 & 4.12.1. The resources should have minimum 2 years experience in respective area, irrespective of their overall experience. The resources will be required to be deployed only on need basis based on demand from SIDBI.
5		4.8	Working Days / Hours	Start and end time of the shift ?	Normal SIDBI Office Timings: 9:45 AM to 5:45 PM. However, based on requirements, resources might be required to work after office hours at no extra cost to SIDBI. Please refer clause 4.8 & 4.9.
6		Annexure III	Bidder should have minimum SEI CMM Level 3 or higher certification	We follow ISO 9001:2008, is this equivalent to SEI CMM level 3	No change in RFP clause.
7	35	5.4 Evaluation of Eligibility Criteria - Point 8	The bidder should have development center in Mumbai/Navli Mumbai/Thane region with resources for JEE, .NET and Mobile application development (for both, native and hybrid) technologies.	Is the clause mandatory ?	All clause in Eligibility criteria are mandatory
8	22	4.2 Scope at a glance	The Bank recognizes that, as the requirement expands, it is possible that additional resources will be needed. Accordingly, the Bank may request / demand for additional resources for self and / or its associates / subsidiary concerns. In case of requirement of resources for associates / subsidiary, a separate order may be placed by the Bank or associates / subsidiary at the same terms & conditions.	The Bank recognizes that, as the requirement expands, it is possible that additional resources will be needed. Accordingly, the Bank may request / demand for additional resources for self and / or its associates / subsidiary concerns. In case of requirement of resources for associates / subsidiary, a separate order may be placed by the Bank or associates / subsidiary at the same terms & conditions <b>mutually agreed terms and conditions.</b>	No change in RFP clause.
9	25	4.4.2	Reverse Transition	The period for reverse transition shall not exceed 30 days after termination of the contract. Further, successful bidder has to be paid for services rendered during such period.	No change in RFP clause.
10	25	4.4.2 Reverse Transition	During this period of Reverse Transition, the Bidder will have to continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and will have to maintain the agreed Service levels.	Request to delete. Services will be provided on mutually agreed upon term and conditions and Service levels shall not be applicable.	No change in RFP clause.
11	25	4.5 Requirement of Resources	Bank will have right to upscale or downscale any number of resources during contract period under same terms & conditions by serving one month's notice to the selected vendor/bidder.	Any change to the resources shall be done through a Change Order	Please refer to RfP Clause No 6.25. No change in RFP clause.
12	25	4.5 Requirement of Resources	Vendor and all the deployed resource members will be required to sign the declaration form as per bank's IT security policy or any other similar uideline issued by the bank during the course of the contract.	All policies that bidder is required to comply with have to be provided for review	Shall be provided to selected bidder.
13	26	4.5 Requirement of Resources	The successful bidder shall warrant absolute satisfactory performance of the system component developed and delivered in terms of contract during the validity period of contract.	Please get the following lines deleted. Such warranties cannot be given: <del>The successful bidder shall warrant absolute satisfactory performance of the system component developed and delivered in terms of contract during the validity period of contract.</del>	No change in RFP clause.
14	26	4.5 Non-hire	The successful bidder shall warrant absolute satisfactory performance of the system component developed and delivered in terms of contract during the validity period of contract.	Request to delete. Warranty for the same cannot be given.	No change in RFP clause.
15	31	4.12.1	Liquidated damages for delay in deployment of resource(s) For delay <= 7 days - 110% of the Man day cost, For delay > 7 days 120 % of the Man day cost	Request to Delete	No change in RFP clause. However, total Liquidated damages would not exceed 5% of contract value.
16	31	4.12.2	Liquidated damages for absence of resource(s) where continuous leave of absence <= 10 working days - 110 % of the Man Day cost. Where continuous leave of absence > 10 working days - 120% of the Man Days cost	Request to Delete	No change in RFP clause. Please refer to response given in Sr. no. 15, as above.



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17	39	5.9	Issue of purchase order and renewal of Contract It may also be mentioned that, if required, SIDBI has the right to extend the contract for a period of not less than 1 month (up-to 1 year). Vendor is required to un-conditionally accept the same. Cost of the extended period would be as per the rates quoted for the third year as mentioned in Commercial bid.	It may also be mentioned that, if required, SIDBI has the right to extend the contract for a period of not less than 1 month (up-to 1 year) <b>provided that Vendor assents to the same. Vendor is required to un-conditionally accept the same.</b> Cost of the extended period would be <b>mutually agreed by the Parties as per the rates quoted for the third year as mentioned in Commercial bid.</b>	No change in RfP clause.
18	40	6.1 General	Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.	Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP <b>and the deviations submitted by the bidder</b> shall be the governing document for arrangement between the Bank and the Bidders.	No change in RfP clause.
19	41	6.1 General	Bidder must be ready to accept the extension of the contract by a further period of maximum 12 (twelve) months on the same terms and conditions, if so desired by SIDBI.	Bidder <del>may</del> <b>must be ready to</b> accept the extension of the contract by a further period of maximum 12 (twelve) months on <b>mutually agreed upon</b> the same terms and conditions, if so desired by SIDBI.	No change in RfP clause.
20	46	6.7 Bid Security & Performance Guarantee	The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios: iii. In case the successful Bidder fails to accept and sign the contract as specified in this document within time stipulated by SIDBI for any reason whatsoever; or iv. In case the successful Bidder fails to provide the performance guarantee within 15 days from the date of issuing the Letter of Intent / placing the order by the Bank or signing of the contract, whichever is earlier, for any reason whatsoever.	The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios: iii. In case the successful Bidder fails to accept and sign the contract <b>on mutually agreed upon terms and condition as specified in this document within time stipulated by SIDBI for any reason whatsoever; or</b> iv. In case the successful Bidder fails to provide the performance guarantee <b>within 30 45 days from the date of issuing the Letter of Intent / placing the order by the Bank or signing of the contract, whichever is earlier, for any reason whatsoever.</b>	No change in RfP clause.
21	46	6.7.2 Performance Bank Guarantee	Point No. 2: In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.	In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee <b>without prior notice of 15 days and also opportunity of being heard shall be given to the bidder or right of demur to the Bidder.</b> The guarantee should be from a scheduled commercial bank only.	No change in RfP clause.
22	47	6.7.2 Performance Bank Guarantee	Point No. 5: Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.	Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract. <b>But this shall be done only after giving reasonable opportunity of being heard to the successful bidder in written.</b>	As mentioned in RfP
23	48	6.8 Forfeiture of performance security	In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.	Request to delete	No change in RfP clause.
24	53	6.2 Tax and Octroi	The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, out of pocket expenses, lodging and boarding expenses, service tax, Education cess, Swachh Bharat Cess, Krishi Kalyan Cess, Octroi etc., that need to be incurred (at current rate). No additional cost whatsoever would be paid.	Replace the clause with the following clause: All fees and other payments required to be made by shall be exclusive of all applicable taxes except for tax assessed on Service Provider's income.  In case of any new taxes or levies being attracted to the transaction after the date of submission of response by Service Provider or if any existing taxes or levies are changed thereafter, the same shall be borne by the SIDBI.	Please read this Clause along with clause No 6.20 Point No 5 (page no. 53). No change in RfP clause.
25	54	6.23 Service Delivery	SIDBI reserves the right to reduce resources anytime during the contract period without assigning any reason thereof, with a prior written notice of 30 days. Payment of such resources shall be made on pro-rata basis till the date of stopping	Request to delete. Any changes that have to made have to made through a Change Order.	Please read this Clause along with clause No 4.5 Point No 3 & clause 6.25. No change in RfP Clause.
26	55	6.25 Addition / Deletion of qualified offerings	In case of requirement of service delivery for associates / subsidiary, a separate order may also be placed by the Bank or associates / subsidiary at the same terms & conditions and corresponding payments towards delivery of services would be made by respective organization. For this purpose, a Change Order Procedure will be followed. Bank may issue a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules.	<del>In case of requirement of service delivery for associates / subsidiary, a separate order may also be placed by the Bank or associates / subsidiary at the same terms &amp; conditions and corresponding payments towards delivery of services would be made by respective organization.</del> For this purpose, a Change Order Procedure will be followed. Bank <del>shall</del> <b>may</b> issue a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules.	No change in RfP Clause.
27	55	6.25 Addition / Deletion of qualified offerings	The Bidder will have to agree that the price for incremental offering cannot exceed the original proposed cost. The Bank has the right to order as much as it wants at those rates	The Bidder will have to agree that the price for incremental offering cannot exceed the original proposed cost. The Bank has the right to order as much as it wants at those rates	No change in RfP Clause.



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28	56	6.27 Terms of payment	Point No. 1: Payment will be made monthly on submission of invoices. The service provider will submit invoices at the end of the month. The Bank will make the payment within 30 days subject to submission of invoices along with supporting documents / reports towards delivery of services. Applicable liquidity damages will be deducted to arrive at the payable for the month.	Point No. 1: Payment will be made monthly on submission of invoices. The service provider will submit invoices at the end of the month. The Bank will make the payment within 30 15 days subject to submission of invoices along with supporting documents / reports towards delivery of services. Applicable liquidity damages if any shall be discussed with the successful bidder in writing and then will be liable for deduction. will be deducted to arrive at the payable for the month. All invoices raised shall be payable within 15 days from the date of invoice. All invoices shall be deemed to be accepted unless disputed within 7 days from the date of receipt of invoice. If SIDBI fails to pay the fees and other payments within the stipulated time, it shall be liable to pay interest at 1.5% per month on such amount of fees and payments that have become due.	No change in RFP Clause.
29	57	6.28	Liquidated damages for Default in Services	Request to delete the same.	No change in RFP Clause. Please refer to response given in Sr. no. 15, as above.
30	57	6.3 Taxes and duties	The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of services at site including incidental services.	<del>The bidder</del> <b>SIDBI</b> shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of services at site including incidental services.	No change in RFP Clause.
31	58	6.32 Term and Termination	The contract shall commence on the effective date and continue for a period of THREE years thereafter. If so desired by SIDBI, contract may be extended for a maximum period of 12 months on the same terms and conditions.	The contract shall commence on the effective date and continue for a period of THREE years thereafter. If so desired by SIDBI, contract may be extended for a maximum period of 12 months on <del>the same</del> mutually agreed upon terms and conditions.	No change in RFP Clause.
32	58	6.32 Term and Termination	Point No. 2: Existing clause	Add: Upon expiration or termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective Parties; and all amounts due to Service Provider (including any agreed upon demobilization and transitioning charges, plus fees for the applicable notice period irrespective of whether SIDBI requires Service Provider's services during such period) up to the effective date of termination shall be immediately payable. There shall be no charges for termination of orders or for Services not yet provided and Service Provider shall not be held liable for the same	No change in RFP Clause.
33	60	6.33 Applicable laws	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, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ resource/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.	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, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ resource/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other <b>applicable</b> statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.	No change in RFP Clause.
34	61	6.35 Rights to Visit	All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.	All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, <del>as often as SIDBI deems necessary</del> , to audit, examine, and make excerpts or transcripts of all relevant data. <b>SIDBI shall not exercise right to audit more than once in a calendar. Internal cost records shall be outside the purview of such audits. Further, cost of audit shall be borne by SIDBI.</b>	No change in RFP Clause.
35	61	6.36	Audit	Request to add: SIDBI shall not exercise right to audit more than once in a calendar. Internal cost records shall be outside the purview of such audits. Further, cost of audit shall be borne by SIDBI.	No change in RFP Clause.
36	62	6.37 IPR Infringement	As part of this project bidder/service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.	Request to delete. All tools/software will be provided by SIDBI, hence, Bidder shall be not be liable to indemnify for the same	SIDBI will provide the desktop computers to the deployed resources along with software required for the delivery of services. The mentioned IPR Infringement clause is applicable towards usage of any other software / tool etc. which is not provided by SIDBI. No change in RFP Clause.



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37	62	6.38 Indemnity	The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of: a. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or any subsequent agreement; and/or b. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document or any subsequent agreement; and/or c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or d. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent to this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or e. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors. f. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or g. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or h. The use of unlicensed and illegal Software and/or allied components by the successful Bidder	The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of: <del>a. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or any subsequent agreement; and/or</del> <del>b. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document or any subsequent agreement; and/or</del> c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or <del>d. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent to this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or</del> e. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors. f. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or g. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or h. The use of unlicensed and illegal Software and/or allied components by the successful Bidder	No change in RfP Clause.
38	64	6.39 Limitation of liabilities	The aggregate liability of bidder / service provider, arising at any time shall not exceed the total contract value.	The <del>maximum</del> aggregate liability of bidder / service provider, arising at any time shall not exceed the <del>fees received by Selected Bidder under this Agreement during the three months preceding the date of such claim.</del> total contract value.	No change in RfP Clause.
39	64	6.40 Confidentiality	"Confidential Information" means any and all information that is or has been received by the Bidder ("Receiving Party") from the Bank ("Disclosing Party") and that	"Confidential Information" means any and all information that is or has been received by a <del>Party</del> the Bidder ("Receiving Party") from the <del>Party disclosing certain confidential information</del> Bank ("Disclosing Party") and that	No change in RfP Clause.
40	64	6.40 Confidentiality	without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.	without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared <del>by the Bank with the Bidder.</del>	No change in RfP Clause.
41	66	6.40 Confidentiality	The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank	The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank for a period of one year	No change in RfP Clause.
42	67	6.41 Corrupt and fraudulent practice	The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.	The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it <del>determines</del> is established by a court of competent jurisdiction that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.	No change in RfP Clause.
43	69	6.45 Miscellaneous	Bidder shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfill the scope of this project	Indemnity clause already dealt with. Request to delete	No change in RfP Clause.
44	70	Annexure I – Eligibility Bid – Covering Letter	Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 180 days from the date of last day for submission of offer (Bid).	Further, we agree to abide by all the terms and conditions as mentioned herein the tender document <del>except for the deviations submitted along with this bid</del> . We agree to abide by this offer till 180 days from the date of last day for submission of offer (Bid).	No change in RfP Clause.
45	77	Annexure IV – Declaration regarding Clean Track Record	We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by the company in Annexure –III is true and correct and also able to perform this contract as per RFP document	We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by the company in Annexure –III is true and correct to the best of our knowledge and also able to perform this contract as per RFP document	No change in RfP Clause.
46	80	Annexure VII – Letter of Competence	We also certify that all the information given by in response to this RfP is true and correct and also confirm that our company is eligible to perform this contract and whatever our company filed response to the Annexure –III to the response to minimum eligibility criteria is true and correct.	We also certify that all the information given by in response to this RfP is true and correct to the best of our knowledge and also confirm that our company is eligible to perform this contract and whatever our company filed response to the Annexure –III to the response to minimum eligibility criteria is true and correct.	No change in RfP Clause.



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47	82	Annexure IX – Letter of Conformity	We, the undersigned bidders, having read and examined along with terms and conditions the aforesaid RFP document on "Resource Deployment for Development, Maintenance and Support of Web Applications and Services", issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows: We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in Annexure-VI of the main RFP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.	We, the undersigned bidders, having read and examined along with terms and conditions the aforesaid RFP document on "Resource Deployment for Development, Maintenance and Support of Web Applications and Services", issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows: We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents <b>except for the deviations submitted along with this bid</b> including the changes made to the original tender documents issued by the bank, <b>provided however that only the list of deviations furnished by us in Annexure-VI of the main RFP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.</b>	No change in RFP Clause.
48	84	Annexure – XI Non-disclosure Agreement		Request to add: Obligation to maintain confidentiality shall continue and survive for a period of one year after termination of this Agreement.	No change in RFP Clause.
49	95	3.12 Commitments of BIDDERS	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term relative' for this purpose would be as defined in Section 6 of the Companies Act 1956. 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER <b>who is actively involved in this deal</b> , either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has <b>significant</b> financial interest/stake <b>(over 2% shareholding)</b> in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term relative' for this purpose would be as defined in Section 6 of the Companies Act 1956. 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER <b>in order to secure the contract</b>	No change in RFP Clause.
50	95	5 Earnest Money (Security Deposit)		Request to delete.	No change in RFP Clause.
51	96	6.1 Sanctions for Violations	Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-	Any breach of the aforesaid provisions <b>linked to corrupt practices, namely Clause 3</b> , by the BIDDER or any one employed by it or acting on its behalf <b>(whether with or without the knowledge of the BIDDER)</b> shall entitle the BUYER to take all or any one of the following actions, wherever required.. <b>Notwithstanding the above, the Buyer shall retain the right to call off the pre contract negotiations with the Bidder in the event that any of the Commitments of Bidders under Clause 3 is breached by the Bidder. :-</b>	No change in RFP Clause.
52	96	6.1 Sanctions for Violations	To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest	To recover all sums already paid by the BUYER, <del>and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.</del> To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, <b>along with interest</b>	No change in RFP Clause.
53	96	6.1 Sanctions for Violations	To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER  To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract	To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER. <b>However, if the Bidder can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Buyer may revoke the exclusion prematurely, provided such systems has been audited by an independent agency.</b>  <del>To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract</del>	No change in RFP Clause.
54	97	6.2 Sanctions for Violations	The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.	The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf <b>(whether with or without the actual knowledge of the BIDDER)</b> , of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption. <b>provided that the Bidder has been convicted for the same by a court of competent jurisdiction.</b>	No change in RFP Clause.



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Sr.no	Page No.	Clause No.	Description in RFP	Clarification Sought	SIDBI Clarification
55	97	6.3 Sanctions for Violations	The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.	The decision of the BUYER may make a decision to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.	No change in RFP Clause.
56	97	7 Fall Clause	The BIDDER undertakes that it has not supplied/is not supplying similar or lesser (in quantity) product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar or lesser (in quantity) product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	Request to delete.	No change in RFP Clause.
57	97	8.4 Independent Monitors	Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.	Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. <b>The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/ Subcontractor(s) with confidentiality.</b>	No change in RFP Clause.
58	97	8.6 Independent Monitors	The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation . The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality	The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation . The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality. <b>However, notwithstanding anything to the contrary, such information and documentation shall exclude internal cost records, sensitive financial data and data that is protected by confidentiality obligations owed to a third party.</b>	No change in RFP Clause.
59	98	9 Facilitation of Investigation	In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination .	In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination . <b>However, notwithstanding anything to the contrary, such information and documentation shall exclude internal cost records, sensitive financial data and data that is protected by confidentiality obligations owed to a third party.</b>	No change in RFP Clause.
60	New Clause		Savings Clause	Selected Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Selected Bidder's performance is effected , delayed or causes non-performance due to SIDBI's omissions or actions whatsoever.	Not Accepted
61	New Clause		Non-hire	During the term of this Agreement and for a period of one year thereafter SIDBI shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Selected Bidder, without the prior written consent thereof from Selected Bidder. Thus, the SIDBI agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Selected Bidder at law or in equity	Please refer to clause 6.34 of RFP. No change in RFP clause.
62	New Clause		Site not ready	SIDBI hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. SIDBI agrees that Selected Bidder shall not be in any manner be liable for any delay arising out of SIDBI's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	Not Accepted
63	New Clause		Change Orders	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Selected Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Selected Bidder shall not be bound to perform any additional services.	Not Accepted
64	New Clause		Deemed Acceptance	Any equipment supplied or services provided by Service Provider shall be deemed to have been accepted by SIDBI if SIDBI puts such equipment, services to use in its business or does not communicate its disapproval of the same together with reasons for such disapproval within 10 days from the date of receipt of such equipment or delivery of the services.	Not Accepted



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Sr.no	Page No.	Clause No.	Description in RFP	Clarification Sought	SIDBI Clarification
65	New Clause		Penalty	Business /Delivery to check each and every SLA/Penalty hereunder and comment accordingly.  The aggregate penalty that can be deducted in the quarter shall be restricted to a maximum of 5% of the service charges payable to Service Provider for that quarter.  The aggregate penalty that can be deducted in a month shall be restricted to a maximum of 5% of the service charges payable to Service Provider for that month.	Not Accepted
66	New Clause		Sub-contracts	Service Provider may subcontract or permit anyone other than Service Provider personnel to render the services or any part thereof under this Agreement or any Statement of Work issued hereunder, provided however that Service Provider shall be responsible for the performance of the sub-contractor and agents so appointed.	Not Accepted
67		Annexure XVII Technical Bid	Work Order + Completion certificate	Work Order cannot be provided because there are Non Disclosure Agreements signed with customer. Reference Letter can be shared. Completion certificate cannot be provided in case of ongoing projects.	As mentioned in RfP Clause 5.5 Point 1, Completion certificate is required to be provided only for completed projects. In case copy of work order can not be submitted due to non-disclosure agreement, a reference letter from customer may be submitted giving detailed information about the project.
68	73	Annexure III – Response to Minimum Eligibility Criteria	The Bidder should have minimum SEI CMM Level 3 or higher certification and the certificate should be valid as on June 30, 2016. <b>Proof:</b> Copy of the certificate is to be attached	C-Edge is undergoing the certification process for CMMI level 3. Also, C-Edge can submit the same certificate that the certification will be completed in first quarter of next year C-Edge proposes to change the clause as "The Bidder should have minimum SEI CMM Level 3 or higher certification or undergoing the certification of CMMI level 3 or higher certification and the certificate should be valid as on June 30, 2016. <b>Proof:</b> Copy of the certificate is to be attached Undertaking of undergoing CMMI certification"	No change in RfP Clause.
69		Section 4.5 Requirement of Resource		Break up 7 resources required e.g. Sr. Developer, Jr. Developer, PL/SQL, Web Services	Please refer to RfP Clause 4.6.
70		Section 4.5, Point – 9 Requirement of Resource		What will be frequency of late sitting and arrangements of transportation is expected from SIDBI	The requirements for working beyond office hours will be need based. No change in RfP Clause.
71		Section 4.5, Point – 12 Requirement of Resource		What is timeline to provide the substitute?	Please RfP Clause 4.11
72		Section 4.5, Point – 16 Requirement of Resource		Team Lead should be equipped with Laptop for P1 calls in non-working hours. It's just a suggestion	Desktop Computers will be provided. Bidders are not required to provide any laptop / PC.
73		Section 4.6, Point – 1 Experience of Resource		Team Lead experience level should be at-least 8 years+ to meet the expectation and KRA	No change in RfP Clause.
74		Section 4.6, Point – 1 Experience of Resource		Need relaxation in clause of 6 months old Team Lead on company roll, bidder may have to hire a best fit candidate for this project.	No change in RfP Clause.
75		Section 4.6, Point – 2 Experience of Resource		Meeting project scope requirements with all developers with 2 years' experience would be tough. Suggesting to make it – 2 Sr. Developer (4 Year Exp) • 3 Junior Developer (2 Years Exp) • 1 PL SQL Developer (4 Year Exp) • 1 Web-Service resource (3 Years Exp)	No change in RfP Clause.
76		Section 4.7.1, Point – 4 Additional Resource		On Mobile technology, technology wise resource rate varies, can this be elaborated further	No change in RfP Clause.
77		Section 4.8, Point – 2 Working Days / Hours		How extra working on weekend and late hours will be compensated to resources? (4.9 Point-2 talks about extra payment against extra working)	Please refer to response given in Sr. no. 5, as above.
78		Section 4.10 Responsibility of Team Lead		Meeting given KRA by 5 year team lead would be tough, need to keep 8 years + experience level for the position	No change in RfP Clause.
79		Section 4.10, Point – 6 Responsibility of Team Lead		Onsite visit of senior resources to resolve escalated issue would not be possible. Junior resources are planned and chances of such events are always higher.	No change in RfP Clause.
80		Section 4.11 Continuity of Resources		We wish to put a permanent Shadow resource to handle Clause -5, 6, 7 and 11. In this case will these clauses be still applicable?	The permanent shadow resource / extra resource with matching profile / experience may only be provided based on written approval from SIDBI. Presence of one shadow resource on any day will be adjusted against absence of one regular resource for that day.
81		Section 5.4, Point - 3 Evaluation of Eligibility Criteria		Is consortium can be used to bid	No. No change in RfP Clause.
82		Section 5.5 Technical Evaluation		Considering 5 marks for each project under individual criteria would bind bidder to share reference of 20 projects across the mentioned criteria, is 100% marks mandatory? Out of 20 Project, how many actual references need to be given? 3 year 20 projects combination seems impractical.	As mentioned in RfP Section 5.5. Bidder is required to provide project reference corresponding to the respective criteria. The technical shortlisting would be done based on relative technical score as given in clause 5.5.
83		Section 6.23, Point - 3 Service Delivery		Service level norms and targets are not found anywhere in RFP document	The SLA is for the deployment and availability of resources.



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Sr.no	Page No.	Clause No.	Description in RFP	Clarification Sought	SIDBI Clarification
84		Section 6.23, Point - 3 Service Delivery		How the SLA will be monitored and governed	The SLA is for the deployment and availability of resources.
85				Is any ticket management system required from partner / Bidder?	No
86				We would require SIDBI Bank details to process PBG.	Same shall be provided to selected bidder.
87	16 & 17	2.11	A CD Containing Editable Softcopy	All Our Proposal will be in non-editable PDF Format	CD containing responses in PDF format may also be submitted.
88	31	4.12.1	Liquidated Damages of 110% / 120% for Delay wiyhin 7 days / more than 7 days	Liquidated Damages Percentage is too high. It should be reasonable. It should also be capped	No change in RFP clause. Please refer to response given in Sr. no. 15, as above.
89	37	5.6	Evaluation of Commercial Bid: Successful bidder will be determined by Lowest Commercial bid	The Successful bidder should be determined by QCBS method, giving 70% weightage to Technical & 30% Weightage to Commercial	No change in RFP clause.
90	16	Section 2.11(a)-	No. of Copies	Please change the clause as Non-editable Soft Copy.	CD containing responses in PDF format may also be submitted.
91	71	Annexure II, Point 3	Status of Company	What do you need as documentary proof?	Refer to Section 5.4 Point 1 of RFP
92	71	Point 7(C)		What is the information you require in this particular section?	Plese enter YES/NO, as per applicability. Eligibility criteria is : 1. SC/ST entrepreneurs, above 18 years of age. 2. In case of non-individual enterprises, at least 51% of the shareholding and controlling stake should be held by SC/ST Entrepreneur.
93	72	Point 18		As of now we don't have Audited Balance Sheet for FY 2015-16. In that case can we give the Audited Balance Sheet for 2014-15 or Unaudited balance sheet of 2015-16. Please suggest.	Statutory Auditor's Certificate may be provided
94	79	Annexure VI		If we do not have made any deviation, then do we need to give this Annexure? If YES then that should we write in that?	YES. Please mention "NIL DEVIATIONS" in the Annexure
95	17	Technical Bid (Point No. viii)-		What is Masked Commercial Bid as per format prescribed in Annexure-XVI. You have also asked for Annexure-XVI in Commercial Bid Section. I think we should not put the commercial bid annexure in a technical bid. Please clarify.	Masked Commercial Bid is the copy of submitted Commercial bid wherein all prices / quotes are removed / masked.
96	24	Section 4.4		Please clarify the Transition Management process.	As mentioned in RFP Clause 4.1.1 and 4.1.2. Same is required for project take-over from existing vendor and handing over to other vendor at the end of the contract period.
97				Please confirm that SIDBI will be providing the infrastructure arrangements for the deployed resources.	SIDBI will provide required infrastructure to deployed resources.
98				Please confirm the applications which will be developed will be hosted in SIDBI specified server.	Server infrastructure for deployment of developed applications will be provided by SIDBI.