

Implementation of ALM - RfP
Corrigendum prior to Pre-Bid Meeting

Request for Proposal for Implementation of Asset Liability Management System (ALM)
RfP No. 400/2018/1305/BYO/RMD dated January 16, 2018

RfP Corrigendum prior to Pre-Bid Meeting

RfP for implementation of ALM solution was published on January 16, 2018. The last date for the Bidders to seek clarifications was January 22, 2018. In terms of RfP vetting response received from Legal Vertical of the Bank and subsequent feedback received from the Project Team, following clarifications may please be noted for submission of bids.

- A. Minor modifications have been made in the *Annexure-XVI (Manufacturer Authorisation Format)*. Bidders are requested to use the revised format given below for submission of bid. Bid submitted by the bidders must be in the latest format defined by SIDBI, failing which bids shall be liable to be rejected.

<u>Manufacturer Authorization Format</u>	
<u>(To be submitted on OEM's letterhead for each licensed software component)</u>	
Ref:	Date:
To The General Manager (RMV) Small Industries Development Bank of India 3rd Floor, MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), <u>Mumbai - 400 051</u>	
Dear Sir,	
Sub: Manufacturer Authorization (ALM Solution) for RfP No: 400/2018/1305/BYO/RMD Dated January 16, 2018	
<< bidders will be required to submit MAFs from respective OEM on their letterhead with specific mention of following details:	
<ul style="list-style-type: none">• Reference RfP Number and date, name of the software, name of the bidder as authorized partner• <i>Extending full warranty, Back-to-Back support throughout the contract period and ensure all product upgrades during warranty and ATS / subscription period.>></i>	
	Name: _____ Designation: _____
	<OEM Name> <Authorised Signatory>
Note:	
<ol style="list-style-type: none">1) This letter of authority should be on the letterhead of the OEM of the software and should be signed by a person competent and having the power of attorney to bind the OEM. It should be included by the bidder in its bid.2) Bidder has to submit MAF for all the licensed software components separately, if they are not from the same OEM.	

**Implementation of ALM - RfP
Corrigendum prior to Pre-Bid Meeting**

B. Details of uptime, performance and penalty calculation for the Hardware components and OS, delivered as a part of implementation of the proposed ALM solution for the Bank is as under :

SI. No.	Information to the Bidder
1	<p>Uptime for Hardware Equipments & OS</p> <p>i. The bidder shall guarantee an uptime of 99% for the equipment, during warranty and also during AMC, if contracted, which shall be calculated on monthly basis.</p> <p>ii. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration/resolution within the contracted hours. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the server(s). "Restoration" is the condition when the selected bidder demonstrates that the equipment is in working order and the Bank acknowledges the same.</p> <p>iii. The Downtime calculated shall not include any: <ul style="list-style-type: none"> a. Failure due to bank (Power, Network etc.) b. Preventive maintenance activity c. Force Majeure d. Any other mutually agreed pre-planned activity. </p> <p>c. However bidder shall inform the Bank minimum 7 days in advance before doing preventive maintenance or pre-planned activity.</p> <p>iv. The percentage uptime is calculated on monthly basis (24 hours a day).</p> <p>v. The performance would be measured as under on monthly basis:</p> $\text{Performance (\%)} = \frac{[\text{Total contracted minutes in a month} - \text{Downtime Minutes within contracted minutes in a month}]}{\text{Total contracted minutes in a month}} \times 100$ <p>Shortfall in performance = 99% - Performance (%)</p> <p>vi. If the bidder fails to maintain guaranteed uptime of 99%, the Bank shall impose penalty.</p> <p>vii. Call to Response: Vendor's hardware engineer will report at SIDBI offices within 'TWO HOURS' of reporting of breakdown through telephone/ email or portal to the vendor's centralized helpdesk as per call logging and escalation matrix.</p> <p>viii. Call to Resolution (CTR): Vendor shall resolve the issue within the duration of 6 (SIX) hours of its reporting.</p>

**Implementation of ALM - RfP
Corrigendum prior to Pre-Bid Meeting**

2	<p>Liquidity damages for Default Delivery</p> <ul style="list-style-type: none"> i. If the vendor fails to deliver the items within stipulated period, Bank will impose a penalty of 0.5% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 5% of value of the late delivered items. ii. 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. iii. If orders are cancelled due to non delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank for a period of 3 years. 														
3	<p>Liquidity damages for Delay in Installation</p> <ul style="list-style-type: none"> i. If the vendor fails to install the items within six to eight weeks from date of delivery, Bank will impose a penalty of 0.5% of the order value for the late installed item for each week's delay or part thereof, subject to maximum of 5% of value of the late installed items. ii. However, no penalty will be imposed for the durations leading to delays in installation of hardware / software due to reasons solely attributable to the Bank. iii. The vendor will be required to inform the banks well in advance the installation schedule / plan to enable the Bank to make the site ready and obtaining downtime etc. 														
4	<p>Liquidity damages for shortfall in Performance Compliance Level</p> <ul style="list-style-type: none"> i. If the bidder fails to maintain guaranteed uptime of 99% per month for all the ordered locations, during Warranty and AMC the Bank shall impose penalty. ii. Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under: <ul style="list-style-type: none"> a) Penalty for shortfall in Performance Compliance Level: Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under: <table border="1" data-bbox="565 1528 1365 1829"> <thead> <tr> <th>Shortfall in Performance</th> <th>Penalty (% of the contract value of the equipment)</th> </tr> </thead> <tbody> <tr> <td><= 1%</td> <td>1</td> </tr> <tr> <td>>1% and <= 3%</td> <td>3</td> </tr> <tr> <td>>3% and <= 5%</td> <td>5</td> </tr> <tr> <td>>5% and <=6%</td> <td>6</td> </tr> <tr> <td>>6% and <=8%</td> <td>8</td> </tr> <tr> <td>>8%</td> <td>10</td> </tr> </tbody> </table> b) The above penalty shall be applied for each of the equipment separately. c) The amount of penalty may be claimed/ adjusted while releasing the 	Shortfall in Performance	Penalty (% of the contract value of the equipment)	<= 1%	1	>1% and <= 3%	3	>3% and <= 5%	5	>5% and <=6%	6	>6% and <=8%	8	>8%	10
Shortfall in Performance	Penalty (% of the contract value of the equipment)														
<= 1%	1														
>1% and <= 3%	3														
>3% and <= 5%	5														
>5% and <=6%	6														
>6% and <=8%	8														
>8%	10														

**Implementation of ALM - RfP
Corrigendum prior to Pre-Bid Meeting**

	<p>Performance Bank Guarantee or vendor will be advised to pay the same.</p> <p>d) However, no penalty will be imposed for the reasons solely attributable to the Bank, in such cases the bidder has to submit the proof.</p>
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C. In response to the feedback received from the Legal Vertical of the Bank and subsequent feedback received from the Project Team members, list of modifications in the aforesaid RfP are tabulated below :

List of Modifications in the RfP

Sr No	RfP Reference			Existing RfP Clause	Modified RfP Clause
	Page No.	Section No.	Clause No.		
1	74	9	9.1.3	<p>Relation between the Parties Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between SIDBI and the Bidder. The Bidder shall, subject to the terms of the RfP, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>	<p>Relation between the Parties Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between SIDBI and the Bidder. The Bidder shall, subject to the terms of the RfP, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. Any employee or representative of the bidder shall in no circumstance be deemed to have employee relationship with the Bank. The bidder shall be the principal employer and vicariously liable for acts whether within or outside the scope of the contract</p>
2	75	9	9.1.4	<p>Rights and obligations The mutual rights and obligations of SIDBI and the Bidder shall be as set forth in the RfP, in particular: 1. The bidder shall carry out the Services in accordance with the provisions of the RfP; and 2. SIDBI shall make payments to the Bidder in accordance with the provisions of this RfP.</p>	<p>Rights and obligations The mutual rights and obligations of SIDBI and the Bidder shall be as set forth in the RfP, in particular: 1. The bidder shall carry out the Services in accordance with the provisions of the RfP; and 2. SIDBI shall make payments to the Bidder in accordance with the provisions of this RfP. 3. However, the parties would enter into an agreement at service level detailing the respective dealings in the contract and provide for other relevant provisions like usual representations and warranties on the part of the service provider, access to SIDBI's information, ownership of assets/data, approval / permission / licensing/ copyright or related requirements, preservation of records, etc.</p>

**Implementation of ALM - RfP
Corrigendum prior to Pre-Bid Meeting**

Sr No	RfP Reference			Existing RfP Clause	Modified RfP Clause
	Page No.	Section No.	Clause No.		
3	10	1	Bid critical information Sr.No.2	<i>Event :: Pri-Bid Meeting (no clarifications would be given after pre-bid meeting) Date and Time :: 24/01/2018, 11:00 AM</i>	<i>Event :: Pri-Bid Meeting (Bidders' queries towards clarifications of ALM RfP clauses would not be entertained after pre-bid meeting) Date and Time :: 24/01/2018, 11:00 AM Event :: Hosting of clarifications in Bank's website and CPP portal for queries asked till the conclusion of the pre-bid meeting Date and Time :: 01/02/2018, 09:00 PM</i>
4	13	2	2.13	<i>Notification SIDBI will notify all short-listed respondents in writing or by email as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.</i>	<i>Notification SIDBI will notify all short-listed respondents in writing or by email as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection. However, the Bank, on the specific request of the bidders, may furnish reasons for rejecting a tender.</i>
5	79	9	9.2.5.1	No Commitment to Accept Lowest or Any Offer 1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.	No Commitment to Accept Lowest or Any Offer 1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever. However, the Bank, on the specific request of the bidders, may furnish reasons for rejecting a tender.
6	25	4	4.8.2	EMD should be in the form of: • Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai;	EMD should be in the form of: • Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favoring 'Small Industries Development Bank of India', payable at Mumbai;
7	128	10.5	5.1(i)	Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.	Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favoring 'Small Industries Development Bank of India', payable at Mumbai
8	26	4	4.8.9		4.8.9 No interest shall be payable on EMD furnished in response to this RfP [New Clause]

**Implementation of ALM - RfP
Corrigendum prior to Pre-Bid Meeting**

Sr No	RfP Reference			Existing RfP Clause	Modified RfP Clause
	Page No.	Section No.	Clause No.		
9	130	10.5	11	<p>Other Legal Actions The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.</p>	<p>Other Legal Actions The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. A person signing this pact shall not approach the courts while representing the matters to IEM and he/she will await his decision in the matter.</p>
10	130	10.15	12.3		12.3 This pact would be deemed as part of the contract that may be executed between the parties. [New Clause]
11	64	7	SI No. (1) of Eligibility Criteria	The Bidder should have been incorporated under Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 and subsequent amendments thereto.	The Bidder should have been incorporated under Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 and subsequent amendments thereto.
12	66	8	8.1.1	The objective of this evaluation methodology is to facilitate the selection of one Consultant for ensuring technically superior and professional services at optimal cost.	The objective of this evaluation methodology is to facilitate the selection of a bidder for ensuring technically superior and professional services at optimal cost.
13	82	9.3.3	9.3.3 Sr. No. 14	The Bidder will periodically update the Bank on new features as and when released by the OEM through technical sessions, trainings etc. during contract period.	The Bidder will periodically update the Bank on new features as and when released, during contract period, by the OEM through technical sessions, trainings etc.

**Implementation of ALM - RfP
Corrigendum prior to Pre-Bid Meeting**

Sr No	RfP Reference			Existing RfP Clause	Modified RfP Clause
	Page No.	Section No.	Clause No.		
14	88	9.4.3	9.4.3	<p>Limitation of Liability Save and except the liability under Section of "IPR Infringement" and "Indemnity provision" in Clause 9.4.4 and Clause 9.3.7 respectively herein below, 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.</p>	<p>Limitation of Liability Save and except the liability under Section of "IPR Infringement" and "Indemnity provision" in Clause 9.4.4 and Clause 9.3.7 respectively herein below, 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.</p>
15	92	9.6.2	9.6.2Sr. No. 2	<p>The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.</p>	<p>The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.</p>
16	66	8	8.2 Sr. No. 1	<p>The Bank has adopted a three bid process in which the Bidder has to submit following bids in two separate envelopes at the time of submission of bids as stipulated in this document.</p>	<p>The Bank has adopted a three bid process in which the Bidder has to submit following bids in three separate envelopes at the time of submission of bids as stipulated in this document.</p>
17	11	2	2.1 Second Paragraph	<p>The contract duration is five years with one year Warranty and four years ATS thereafter.</p>	<p>The contract duration is five years with one year Warranty and four years ATS thereafter for software components and three years Warranty and two years AMC for hardware components.</p>

**Implementation of ALM - RfP
Corrigendum prior to Pre-Bid Meeting**

Sr No	RfP Reference			Existing RfP Clause	Modified RfP Clause
	Page No.	Section No.	Clause No.		
18	70	8	8.2.2.6 Step 1	Step1: Weighted score for each vendor covering all three evaluation criteria: Total weighted score for Feature and Functionality * 70 + Score for Over-all Solution Evaluation * 15 + Score for Vendor Presentation * 10 + Score for References and Site Visits * 5	Step1: Weighted score for each vendor covering all three evaluation criteria: Total weighted score for Feature and Functionality * 70 + Score for Approach and Methodology * 10 + Score for Vendor Presentation and product demonstration * 15 + Score for Site Visits * 5
19	126	10	10.15.1 Second Paragraph	WHEREAS the BUYER proposes to shortlist vendor for carrying out Procurement and Implementation of Web Gateway Security Solution for Data Center and DR site and the BIDDER/Seller is willing to offer/has offered the services and...	WHEREAS the BUYER proposes for Procurement & Implementation of Asset Liability Management System (ALM) Solution and the BIDDER/Seller is willing to offer/has offered the services and...
20	32	5.1	5.1(1)	Bidder should also propose details of hardware/ OS, Networking equipments, Third Part tools (If any) both at DC and DR as a part of the overall proposal.	Bidder will provide Server Hardware & OS, Database, Middleware, etc. required for implementation of the proposed ALM solution, the details for which shall be provided as per Annexure - XVIII (B)Hardware supplied by the bidder towards implementation of the proposed ALM solution should meet next 5 years requirements of the Bank and in case of any performance issue during the contract period, the bidder will enhance the capacity of the hardware (Servers, RAM, CPUs etc.) to ensure the reasonable response time of the system.
21	32	5.1	5.1 (3)		3. IPv6 –All the hardware & software components, required for implementation of the proposed ALM solution should be IPv6 ready from day one. [New Clause]

**Implementation of ALM - RfP
Corrigendum prior to Pre-Bid Meeting**

Sr No	RfP Reference			Existing RfP Clause	Modified RfP Clause
	Page No.	Section No.	Clause No.		
22	32	5.1	5.1 (4)		<p>4. Bidder shall deliver and install all the hardware, OS, Database, Tools etc. , required for the implementation of the proposed ALM solution in such a way that all the milestones (defined under clause 9.3.2) are met. Bidder shall ensure maintenance, support and all enhancements during the entire contract period.</p> <p>Hardware components and OS Bidder shall provide warranty for all hardware components and OS for a period of THREE years from the date of acceptance of the proposed ALM solution. Further, the bidder shall provide AMC support for hardware components and OS for a period of TWO years after the expiry of the warranty period.</p> <p>Software components Bidder shall provide warranty for all software components for a period of ONE year from the date of acceptance of the proposed ALM solution. Further, the bidder shall provide ATS support for software components for a period of FOUR years after the expiry of the warranty period.</p> <p>[New Clause]</p>
23	46	5.2.15	5.2.15vi ii (a)	The Bidder has to provide the Data Extraction tool version of existing applications. If required the tool will be customized by Bidder to meet the Bank's specific needs.	The Bidder shall provide suitable Data Extraction tool to capture and extract the required data from the existing applications of the Bank (refer Table 3-3).
24	56	6	5th Paragraph	Any additional requirement (other than mentioned in this RfP) relating IT infrastructure including hardware, OS, database, Storage Firewall & Network Security etc. will be provided by the bidder. The Bidder has to ensure that vulnerabilities at application level in case of any breach shall be handled by the offered application software.	Bidder will provide Server Hardware & OS, Database, Middleware, etc. required for implementation of the proposed ALM solution, the details for which shall be provided as per Annexure - XVIII (B)
25	66	8.2	8.2 Point No. 5	If no of technically qualified bids with score less than 80 are less than 3, Bank reserve the right to consider top three technically qualified bids subject to technical score more than or equal to 75 .	If no of technically qualified bids with score more than 80 are less than 3, Bank reserve the right to consider top three technically qualified bids subject to technical score more than or equal to 75 .

**Implementation of ALM - RfP
Corrigendum prior to Pre-Bid Meeting**

Sr No	RfP Reference			Existing RfP Clause	Modified RfP Clause
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26	71	8.2	8.2.2.7	<p>Short-listing of Technical Bid The cut-off score for short-listing of technical bids will be Relative Technical Score (RTS) = 80 in technical evaluation. Vendors who have a RTS = 80 or above in technical evaluation would be short-listed for commercial evaluation. Vendors who have a relative score of less than 80 will not be considered for commercial evaluation. In order to ensure that the technical submission optimally meets SIDBI's requirements. SIDBI reserves the right to normalize the offered solutions for various among the short-listed vendors having RTS of not less than 80. On normalization, these vendors would be asked to submit technical bids only for the normalized components and revised complete commercial bids in separate sealed envelope.</p>	<p>Short-listing of Technical Bid The cut-off score for short-listing of technical bids will be Relative Technical Score (RTS) = 80 in technical evaluation. Vendors who have a RTS = 80 or above in technical evaluation would be short-listed for commercial evaluation. Vendors who have a relative score of less than 80 will not be considered for commercial evaluation. If no of technically qualified bids with score more than 80 are less than 3, Bank reserve the right to consider top three technically qualified bids subject to technical score more than or equal to 75. In order to ensure that the technical submission optimally meets SIDBI's requirements. SIDBI reserves the right to normalize the offered solutions for various among the short-listed vendors having RTS of not less than 75 or 80, as the case may be. On normalization, these vendors would be asked to submit technical bids only for the normalized components and revised complete commercial bids in separate sealed envelope.</p>
27	73	8.3	8.3 Point No. 3	<p>3. Initially, Purchase Order will be placed for cost of Hardware Components including OS with three year Warranty + Software Components with one year Warranty + Implementation Cost (which includes Data Migration Cost + cost of Change Request for 6 man months) + Cost of On-site Administration and Customization + Cost of Training.</p>	<p>3. Initially, Purchase Order will be placed for cost of Hardware Components including OS with three year Warranty + Software Components with one year Warranty + Implementation Cost (which includes Data Migration Cost) + Cost of On-site Administration and Customization + Cost of Training.</p>
28	73	8.3	8.3 Point No.6		<p>6. Cost of change request will be as per the man month rate for any customization/ change request, mentioned in the commercial bid of this RfP. [New Clause]</p>
29	51	5.2.18	5.2.18P oint No. vii	<p>Warranty for all hardware and software components will start from the date of Go-Live sign off by the Bank.</p>	<p>Warranty for all hardware and software components will start from the date of final acceptance by the Bank.</p>

**Implementation of ALM - RfP
Corrigendum prior to Pre-Bid Meeting**

Sr No	RfP Reference			Existing RfP Clause	Modified RfP Clause
	Page No.	Section No.	Clause No.		
30	51	5.2.19	1st Para	The Software Maintenance and Support Services mentioned herein shall be provided for all Software by the Bidder for a span of FIVE years (1 year warranty and 4 year ATS thereafter) from Go-Live sign off by the Bank.	The Software Maintenance and Support Services mentioned herein shall be provided for all Software by the Bidder for a span of FIVE years (1 year warranty and 4 year ATS thereafter) from the date of final acceptance by the Bank.
31	53	5.2.20	5.2.18 Point No. vii	No Change Request (CR) will be considered for any changes/amendments, in any reports/statements, requested by the Bank within 6 months from date of Go-Live.	No Change Request (CR) will be considered for any changes/amendments, in any reports/statements, requested by the Bank within 6 months from date of final acceptance.
32	98	10.2	10.2 Point No. 11	ISO 9000:2008 Certified (Yes/No) & Validity Date	ISO 9000:2008 Certified or above (Yes/No) & Validity Date
33	132	10.16		Annexure – XVI : Manufacturer Authorisation Format	Revised Annexure – XVI : Manufacturer Authorisation Format is given as an attachment to this corrigendum. The earlier format, as per the ALM RfP document may please be ignored.
34	93	9.6.5		If the vendor fails to complete implementation, rollout and Go Live of the proposed ALM Solution within the stipulated period in line with the project milestone, Bank will impose a LD of 0.5% of the order value of cost of hardware, software and implementation services for each week's delay or part thereof, subject to maximum of 5% of value of the cost of hardware, software and implementation services.	If the vendor fails to complete implementation, rollout and Go Live of the proposed ALM Solution within the stipulated period in line with the project milestone, Bank will impose a LD of 0.5% of the order value of cost of software and implementation services for each week's delay or part thereof, subject to maximum of 5% of value of the cost of software and implementation services.
35	93	9.6.6			[New Clause]The bidder shall guarantee an uptime of 99% for the hardware components including OS during warranty and also during AMC, if contracted, which shall be calculated on monthly basis. If the bidder fails to maintain guaranteed uptime of 99%, the Bank shall impose penalty. Details of performance and penalty calculation for the hardware and OS components is given as an 'B' above in this corrigendum.
