

**Request for Proposal for Implementation of Document Management System (DMS)  
RfP No. 400/2018/1304/BYO/ITV January 11, 2018**

**Pre-Bid Clarification**

Pre-bid meeting in connection with the Request for Proposal (RfP) for Implementation of Document Management System (DMS) was held at SIDBI Office, Mumbai on January 19, 2018 11 AM. Based on discussions with the prospective bidders during the meeting and queries sent by the bidders, following clarifications may please be noted for submission of bids :

- A. Minor modifications have been made in the **Annexures - I and Annexures - III of RfP and the revised Annexure - I and Annexures - III (SIDBI - RfP - DMS - Annexure - Revised.docx)** have been uploaded on SIDBI website **www.sidbi.in & CPP Portal**. Bidders are requested to download and use the revised format given in the **revised Annexure - I and Annexures - III** for submission of bid. Other Annexures of RfP remain unchanged and Bidder is requested to refer to the formats from the annexure file originally published on January 12, 2018. Bid submitted by the bidders must be in the format defined by SIDBI, failing which bids shall be liable to be rejected.
- B. Bidder will be required to propose either 300 nos. of concurrent licenses or 1200 nos. of Named User Licenses. All these proposed licenses should support all the DMS features and functionalities mentioned in the RfP, including scanning, digitization, mobility, workflow, reporting etc. These licenses should not be used for any integration requirement among the applications/database. If the proposed solution is having any such requirement, additional licenses over and above 300 concurrent or 1200 Named Users have to be proposed extra by the bidder and cost of the same may be additionally added to the commercial, if any. Bidder may please note that if the proposed solution requires additional licenses for inter connectivity among applications/databases, it is required to take all the applications, mentioned in section 3.4.2, into consideration for arriving at the total requirement of licenses. Bidder is required to give declaration in the **revised format of Annexure - I**, which is being re-published in modified form along with pre-bid clarification as mentioned in **point A** above.
- C. All the software components supplied as part of DMS solution should be IPv6 ready from day one and should support all the protocols.
- D. Section **7.5.3..3. Point 3** stands modified as below

Bidders will be required to carry out POC after technical presentation on the same day. Failure of a bidder to do the POC may result in rejection of the proposal.

- E. Section Eligibility Criteria 10 (v) in **Section 6 in the RfP** stands modified as below :

RfP Reference	Revised Eligibility Criteria
Section 6 Point No.10(v)	<p>Integration with Mailing System</p> <p>a) The solution should have capability of seamless integration with Microsoft Outlook Mailing Systems for storage of mail contents including its attachments.</p> <p>b) It should also have the capability of enabling fetching of documents from DMS storage for attachment directly from Mailing Interface of Microsoft Outlook.</p>

- F. The queries as received from different bidders and SIDBI's clarification to those queries are tabulated below :

### List of Queries and Clarifications

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
1		Payment	We request 1 amendment related to the software payments. We are fine with the payment structure related to the services. If you can amend the software payment as against delivery of the software it would be of great help. We need to buy the software from IBM for which we need to pay to them upfront. Request you to kindly consider our plea and amend the software payment module.	No change. Please refer to Section 8.2 in RfP for Terms of Payment
2	Page 27 Section 4.2.4		We understand, the approximate sizing of the solution is for 1.7 crore number of pages per year. Please confirm.	<b>Please refer to Section 4.2.4. Hardware, Point 3 of RfP</b> - The proposed solution should be able to support processing document-volume of 1.7 Crore (approx.) pages currently in the Bank. Incremental growth of volume may be considered at the rate of 10% year-on-year (per year).
3	Page 29/30 Section 4.3.3		Will the integration required with Document & File Management System (DFMS) or the system will be de-commission post the implementation of the new DMS solution	<b>Please refer to Section 4.3.12. of RfP</b> - During System Requirement Study, the bidder has to explore the data currently available in DFMS and reuse / migrate those data, wherever possible, from DFMS. Post implementation of new DMS, DFMS will be decommissioned.
4	Page 33 Section 4.3.12		Will the solution require to scope the initial data migration activity? If yes, what is the approx. volume of initial data	<b>Please refer to Section 4.3.12. of RfP</b> - During System Requirement Study, the bidder has to explore the data currently available in DFMS and reuse / migrate those data, wherever possible, from DFMS. Data migration is required only from existing DFMS in Bank.
5	General		Please confirm if Sharepoint is not in consideration for this RFP and sharepoint licenses have not been procured as part of the O365 .	Bidders can position any DMS solution as per requirement mentioned in the RfP. Bidder will also be required to factor all the required licenses to implement the proposed solution as per requirement mentioned in the RfP. Bidders are advised not to make any assumption in this regard.  Prices of all the licenses quoted by the bidder will be part of the commercial and L1 will be decided based on the total prices quoted by the bidder.

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6		The Bidder has to submit proof of its own two experiences in India for supply, installation and commissioning of the DMS Solution, offered to SIDBI. Reference of all such experiences, where implementation was done in line with the solution being offered to SIDBI and the implementation activity is complete as on the last date of submission of bids, will only be considered. Also, the customers for all the two references must have presence in multi-states locations in India.	Bidder assume that the understanding is the proposed solution should be web-based and can be accessible from multiple location / states over the WAN.	The Bidder has to submit proof of its own two experiences as per <b>RfP Section 6 Eligibility Criteria Point 6</b> where the customers for all the two references must have presence in multi-states locations in India.  Additionally, the proposed solution should provide user interface using both standard browsers as well as Web-Interface through rich client.
7		A Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this Introduction and Disclaimer.	We submit that we would like to suggest certain modifications to some of the given terms and conditions. It is our submission that the contract should be signed on the basis of such terms and conditions as may be mutually agreed between the parties prior to execution of the Contract.	No change. However same will be discussed with the successful bidder before finalisation and signing of contract.
8		The Vendor would be required to provide end to end DMS with services including digitization, indexing, metadata entry, DMS, digital storage etc. The details are elaborated below and the scope can be enhanced as per requirements of SIDBI.	We submit that any changes to the scope of work be conducted through a proper change control mechanism.	Any change after final acceptance of the solution will be conducted through a proper change control mechanism, if it is not covered within scope of this RfP.

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9		<p>Before live implementation of the software solution in production system, the product may be audited by Software Audit firm / in-house team appointed by the Bank. All audit points raised by the auditor should be complied with by the bidder without any extra charge. The bidder will give notice to the Bank well in advance so as to make necessary arrangement for conducting system audit.</p> <p>Rights to Visit</p> <p>Audit</p>	<p>Bidder submits that it will accept reasonable audit clauses subject to the following</p> <ul style="list-style-type: none"> <li>-</li> <li>- Audits shall be performed at the Bank's cost during normal business hours;</li> <li>- Audits to be conducted annually subject to a 10 days' prior notice;</li> <li>- To minimize disruption to Bidder's normal business operations and the Bank to promptly provide Bidder with a copy of the audit result;</li> <li>- Scope and purpose of such audits must be well defined and only in connection with the services covered under the scope of the contract;</li> <li>- Audit must exclude Bidder's financial data, internal operations and costs, as well as other customers' data, and services and subcontractor's commercials and access will not be allowed to the Bank or any person on its behalf to any hardware, software or computing environment or facility (whether physical or logical or a combination) which is shared with other customers of the Bidder, except to the extent the parties have expressly agreed access procedures and policies in a procedures ;</li> <li>- Audit procedures must comply with Bidder's reasonable requirements (e.g., concerning prior notice, security, confidentiality) and no information will be shared with a competitor of the Bidder or who has not executed an appropriate confidentiality undertaking in favour of Bidder;</li> <li>- Bidder under such Audits will not disclose its internal or external audits, summaries or reports;</li> <li>- Audit must not be for re-establishment/re-negotiating price or scope of work.</li> </ul>	<p>No change. However same will be discussed with the successful bidder before finalisation and signing of contract.</p>

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10		Bank shall be utilizing services of on-site administrator-cum-developer for building additional workflows as and when required.	Bidder proposes all additional work to be subject to a proper change control mechanism.	No Change. Bank shall be utilizing services of on-site administrator-cum-developer for building additional workflows and other activities as mentioned in section 8.7 and other places of the RfP.
11		<p>Earnest Money Deposit (EMD)The bid security (EMD) may be forfeited :a) If a Bidder withdraws its bids during the period of bid validity.b) If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.c) In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish Performance Bank Guarantee.d) In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.</p>	We submit that there should be a provision for adequate cure period prior to invoking the EMD/bid security. We submit that "to sign the contract" referenced herein should be changed to "to sign mutually agreed contract".Further, we request the deletion of the Bidder being banned from bidding for a period of 3 years in such cases.	No change

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12		<p>Pre Contract Integrity Pact (IP).IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at Annexure - XVI on the non-judicial stamp paper of requisite value (cost of stamp paper to be borne by the bidder) applicable at the place of its first execution The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri. Ashok Sinha (IAS Retd.) as an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure XVI</p> <p>Full ClauseThe BIDDER undertakes that it has not supplied/is not supplying similar products /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 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, 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.</p> <p>Independent</p>	<p>We submit that since the successful bidder will be selected through the competitive bidding process and price discovery mechanism, wherein the technical and commercial details submitted by the bidders will be evaluated and compared, this separate requirement/undertaking from the bidders is not relevant, and we request for removal of these provisions.</p>	No change

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13		<p>Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For the purpose of this clause, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.</p>	<p>We request deletion of these clauses since we would like an opportunity to negotiate a few key provisions to suit the interests of both the Bank and us. For the first part of clause 7.3.7 ("The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document."), we request a cure period before such rejection by the Bank.</p>	<p>No change</p>



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14		<p>All the documentary proofs are to be submitted along with the bid wherever applicable. Bank may seek specific clarifications from any or all the Bidder(s) during any stage of evaluation. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective eligibility or technical parameters, as applicable, would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank.</p>	<p>We request deletion of the word "satisfactory" since this induces ambiguity and also request a cure period before the Bank decides to qualify non-compliance.</p>	<p>" In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective eligibility or technical parameters, as applicable, would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank."</p> <p><b>may be read as</b></p> <p>"In case <b>proper</b> clarifications are not received from the bidders <b>with required evidence</b> within the stipulated time, the respective eligibility or technical parameters, as applicable, would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank."</p>
15		<p>All the technical features mentioned in the eligibility criteria in Section 6 will be verified at this stage of POC. In case of non-compliance of any point, bid will be rejected. Bidders will be allotted a time slot of 2 hours for POC after technical presentation on the same day. Failure of a bidder to do the POC may result in rejection of the proposal.</p>	<p>We request a cure period before the Bank rejects the bid/proposal.</p>	<p>No change. Please refer to <b>Point D</b> above on the 1st page of Pre-Bid clarification document.</p>

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16		<p>If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.</p> <p>If the price details given in sub-head wise tables in commercial bid format do not match with prices given in Cost Summary in same commercial bid format, price details given in sub-head wise tables will be taken as correct and Cost Summary table will be corrected accordingly. . If the bidder does not accept the correction of errors, its bid will be rejected.</p>	We request a cure period before the Bank rejects the bid.	No change
17		Prices quoted by the bidders should include GST and/or other applicable taxes (if any), transportation costs, back to back support with OEM during warranty/ATS, insurance costs, training etc., till the bid validity period.	Bidder proposes the price to be quoted exclusive of GST and all other applicable taxes and other costs.	No change
18		The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.	We request an opportunity to negotiate the payment terms to arrive at a mutually agreed set of payment terms.	No change

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19		The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	Bidder understands that withholding will only be limited to the portion of the work that has not been performed. We also understand that within a reasonable period of time of the receipt of the invoice, Bank will inform the Bidder of the portion of the invoice that is proposed for withholding along with the reasons for the withholding and the remaining undisputed portion of the invoice will be paid as per the payment terms.	No change
20		Warranty of the solution will start from the date of Final acceptance of the solution and remain valid for one year. Annual Technical Support (ATS) services for software will start after completion of warranty period and same will be extended by the bidder, if desired by the Bank.	Bidder proposes standard warranty as per the limited warranty statements for the products. Generally, we provide the below-mentioned standard warranties that trigger upon delivery/installation - Bidder-branded hardware component - 12 months from the date of delivery or installation Bidder-branded software - 90 days limited warranty. For any third party components, Bidder will provide standard warranties as provided by such third parties.	No change

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21		Bidder will extend hand holding Support during Warranty and ATS period.	<p>Bidder proposes standard support only during ATS period since any defects shall be catered to during the warranty period. Also, Bidder proposes below-mentioned standard warranties -For Products -- repair the defect or replace the product - if Bidder is unable to complete the repair or replace the product within a reasonable time, Bank may request a full refund upon prompt return of the product to Bidder (if hardware) or upon written confirmation by Bank that the software product has been destroyed or permanently disabled- Bidder will pay for shipment of repaired or replaced products to Bank and Bank must return the product to Bidder. For Services -Bidder warrants that at the time of performance industry practices and standards will be exercised in providing its services under the contract. If Bidder fails to do so, Bidder will re-perform the services that do not conform to that standard. For Deliverables (tangible work products created due to performance of professional consulting services) -Bidder warrants that Deliverables will conform materially to their written specifications for 30 days following delivery. If Bank notifies Bidder of a non-conformity during the 30 day period, Bidder will promptly remedy the impacted deliverables or refund to Bank the fees paid for those deliverables and Bank will return those deliverables to Bidder.</p>	No change

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22		The warranty and ATS should cover all components including updates, upgrades of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 3 years from the date of final acceptance by the Bank at no extra cost to Bank.	Bidder proposes a separate period for warranty to be 90 days from delivery for software and ATS to be a different component altogether with a separate period for it. For any third party components, Bidder will provide standard warranties as provided by such third parties.	No change
23		Unilateral termination rights for the Bank for the ATS contract	Bidder requests this clause be made mutual.	No change
24		Bidder's failure to meet the performance requirement specified herein.	Bidder requests deletion since the Bank can resort to any penalties in case of failure to meet performance requirements.	No change
25		The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty and ATS period. Upon receipt of such notice the Bidder shall repair / fix without any cost to the Bank.	Bidder proposes that only valid warranty claims shall be dealt with by the Bidder. There are a few exceptions to such warranties as follows - (a) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable supporting material; (b) modifications or improper system maintenance or calibration not performed or authorised by Bidder; (c) failure or functional limitations of any non-Bidder software or product impacting systems receiving Bidder support or service; (d) malware (e.g. virus, worm etc.) not introduced by Bidder; (e) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond Bidder's control; (f) use of Bidder-branded hardware and software in combination with non-Bidder branded products except where authorised or recommended by Bidder.	Please refer to RfP Section 8.5 and 8.6 for scope of warranty and ATS. Further, it will be discussed with successful bidders before signing of contract.

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26		Any corruption in the software shall be rectified during the period of the contract including warranty/ATS, if contracted, at no extra cost to the Bank.	Bidder proposes that we do not warrant that software operation will be uninterrupted or error-free or that software will operate in any particular hardware and software combinations.	No change
27		<p>If the vendor fails to deliver the Software items within stipulated period in line with the finalized project plan, Bank will impose a penalty of 1% of the order value of the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items.</p> <p>In case the delay exceeds TEN 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.</p>	<p>Bidder submits that Bidder be provided with a cure period of 45 days or such other period as may be mutually agreed to cure any delay on part of Bidder. The Customer may impose liquidated damages on Bidder for repeated delays by Bidder beyond such cure period.</p> <p>Liquidated Damages shall be the sole remedy for delay. Bidder further submits that Bidder does not accept any deductions. Any amount payable by Bidder shall be paid separate.</p>	No change
28		If orders are cancelled due to non delivery, the vendor may be debarred by Bank for participating in any future tenders floated by Bank for a period of 3 years.	Bidder requests deletion of this clause and submits that in case there are any delays, Bank is entitled to liquidated damages subject to a cure period as mentioned above.	No change
29		If the vendor fails to complete implementation and rollout of DMS Solution within the stipulated period in line with the finalized project plan, Bank will impose a penalty of 0.5% of the order value of cost of Software and implementation services (except the cost of digitisation) for each week's delay or part thereof, subject to maximum of 5% of value of the cost of Software and implementation services.	<p>Bidder submits that Bidder be provided with a cure period of 45 days or such other period as may be mutually agreed to cure any delay on part of Bidder. The Customer may impose liquidated damages on Bidder for repeated delays by Bidder beyond such cure period.</p> <p>Liquidated Damages shall be the sole remedy for delay. Bidder further submits that Bidder does not accept any deductions. Any amount payable by Bidder shall be paid separate.</p>	No change

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30		<p>The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff / personnel/ representatives/ agents from any failure or omission on its part to do so 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 there from.</p> <p>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/ staff/ 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 there from and the Bank</p>	<p>We submit that we will comply with the laws applicable to us in performance of services hereunder and that the Bank should comply with applicable laws relating to receipt of products and services and its business.</p> <p>It is clarified that the requirements pertaining to obtaining approvals/permissions/licenses shall be limited to only those which are statutorily required to be obtained by us in conducting our business as a service provider and those which are explicitly agreed in the contract to be obtained by us. Further, we request deletion of the indemnity provision.</p> <p>We, however, agree to defend/settle third party claims against Bank alleging that bidder does not comply with the applicable laws relating to its delivery of services and products. We submit that upon receipt of a third party claim, Bank should have an express obligation to mitigate its losses being covered, promptly inform the Bidder of the claim, provide the Bidder the sole right to defend or settle the claim and should provide reasonable co-operation to the Bidder in its defense of the claim.</p> <p>Lastly, in case any changes in services are required as a result of change in applicable laws, the same will be mutually discussed and carried out in accordance with the change order process.</p>	No change

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		will give notice of any such claim or demand of liability within reasonable time to the bidder.		



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31		<p>Performance Bank Guarantee (PBG)</p> <p>The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.</p>	<p>Bidder proposes that within 21 days from the date of signing the contract, the successful Bidder shall submit the Performance Bank Guarantee. Bidder submits that the Performance Guarantee shall be valid for a period of 12 months which shall be automatically renewed at the end of each contract year throughout the contract period and no grace/additional period shall be allowed for the validity of the Performance Bank Guarantee beyond the operative period of the contract.</p> <p>Further, Bidder requests that Bank provides a 60 days' cure period before invoking the PBG.</p> <p>Bidder also requests that Bank shall provide a cure period of 60 days for rectifying the failure in discharging its contractual obligations before invoking the performance guarantee and where the performance guarantee is invoked by Bank for recovering the losses incurred due to Bidder's failure or breach of contract, it shall be limited to the actual losses suffered and subject to the Limitation of Liability. Bidder requests removal of the term "indemnifying" from sub-clause 9.10.3 and replacing it with "compensating" instead.</p> <p>Lastly, Bidder requests deletion of set-off rights.</p>	No change
32		<p>The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in this tender document.</p>	<p>Bidder submits that Bidder be provided with a cure period of 45 days or such other period as may be mutually agreed to cure any delay on part of Bidder. The Customer may impose liquidated damages on Bidder for repeated delays by Bidder beyond such cure period.</p> <p>Liquidated Damages shall be the sole remedy for delay. Bidder further submits that Bidder does not accept any deductions. Any amount payable by Bidder shall be</p>	No change

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			paid separate.	
33		<p>For On-site implementation of DMS, Bank wants to install and implement the solution at DC, Mumbai and DR site, Chennai. However, in case of any change of location for DC and DR at Mumbai (including Navi Mumbai and Thane) and Chennai respectively, the bidder has to provide delivery, installation, warranty and ATS services as per the contract at new locations. However if the hardware items are already delivered and if the modifications of locations is made after delivery, the bidder shall carry out installation and commissioning at the modified locations. The Bank in such cases shall bear the shifting charges and the bidder will arrange for shifting of the material to the alternate locations at mutually agreed price. The OEM Warranty/ATS should remain valid and applicable to the altered locations also.</p>	<p>We propose that any and all changes shall be subject to an appropriate change control procedure.</p>	<p>Any change after final acceptance of the solution will be conducted through a change control mechanism, if it is not covered within scope of this RfP.</p>
34		<p>Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained during pre-bid meeting exercise.</p>	<p>We submit that we would like to suggest certain modifications to some of the given terms and conditions. It is our submission that the contract should be signed on the basis of such terms and conditions as may be mutually agreed between the parties</p>	<p>No change</p>

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			prior to execution of the Contract.	
35		The selected bidder or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents. Staff deployed by the service provider shall never be deemed to be appointed by the bank nor shall they be under its service conditions.	We propose that this clause be made mutual.	No change

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36		<p>Prior to the delivery of the hardware and software items, the Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.</p> <p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p> <ol style="list-style-type: none"> <li>1. Failure of the successful bidder to accept the contract;</li> <li>2. Delay in delivery beyond the specified period;</li> <li>3. Delay in completing installation, implementation and acceptance beyond the specified periods;</li> </ol> <p>In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Bank Guarantee given by the Bidder.</p>	<p>Bidder submits that the Bidder and Bank will jointly and mutually agree to terms and conditions of the contract. We propose deletion of the right to terminate in case of delays. Since we are already providing liquidated damages, these should be the sole and exclusive remedy in the event of any delays. We also submit that in case of any termination of the contract, the Bidder should be paid for all the services/deliverables provided to Bank until the date of termination.</p>	No change

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
37		<p>In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.</p> <p>As part of this project, bidder / service provider will deliver different software, if the use of any such software by / for SIDBI, infringes the intellectual property rights of any third party, 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.</p>	<p>We submit that the remedies for infringement in relation to the third party software/hardware supplied under this transaction will be as provided by the respective licensor/OEM.</p> <p>It is hereby clarified that for any third party infringement claims, for reasons solely attributable to us, we can agree to defend and/or settle such third party infringement claims.</p> <p>Bidder will defend and/or settle third party claims against the Bank brought in India solely attributable to Bidder's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Bidder branded hardware/software/deliverables etc., supplied by Bidder, provided that Bank:</p> <ul style="list-style-type: none"> <li>(i) has an express obligation to mitigate its losses covered;</li> <li>(ii) promptly notifies Bidder of any such claim;</li> <li>(iii) gives complete control of the claim, cooperates with Bidder in the defense or settlement of the claim and provides the Bidder with the assistance, information and authority reasonably necessary to defend or settle such claim;</li> <li>(iv) does not make any statements or comments or representations about the claim without prior written consent of the Bidder.</li> </ul> <p>Bidder will have full opportunity to control the response thereto and the defense thereof, including without limitation any agreement relating to settlement. Bank may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.</p> <p>Bidder proposes that in case of a Bidder-branded product resulting in a third party IP infringement claim, Bidder may modify the product or service</p>	No change

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
			<p>so as to be non-infringing and materially equivalent, or we may procure a licence. If these options are not available, Bidder will refund the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Lastly, Bidder is not responsible for claims resulting from any unauthorized use of the products or services.</p> <p>Sole and Exclusive Remedy. This section states Bidder's entire liability for claims of intellectual property infringement.</p>	

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
38		<p>Confidentiality</p> <p>The provisions of the clauses of the Contract/Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless SIDBI notifies the Vendor of its release from those obligations.</p>	<p>Bidder proposes that information exchanged under this Contract will be treated as confidential if identified and marked as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Contract, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential.</p> <p>These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.</p>	<p>No change. Same may be discussed with the successful bidder during contract signing.</p>

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
39		<p>Save and except the liability under Section of "IPR Infringement" and "Indemnity provision" in Section 9.28 and Section 9.34 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>We hereby submit that this clause should be modified as follows:</p> <p>"Limitation of liabilities: In no event will either Party be liable for any indirect, incidental, special or consequential costs or damages; downtime costs; lost business, revenues, goodwill or profits; failure to realize expected savings; loss or unavailability of or damage to data or software restoration, even if such Party has been advised of the possibility of such damages.</p> <p>Supplier's aggregate liability for its obligations under this contract regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the amount paid or payable for all purchase orders under this Contract during the twelve (12) month period immediately preceding the event giving rise to the claim, or if the event occurs in the first 12 months of the term, the amount estimated to be paid in the first 12 months of the term.</p> <p>Supplier will not be liable for any breach which is caused by or otherwise attributable to any act or omission on part of SIDBI or third parties authorized by SIDBI."</p>	<p>No change. Same may be discussed with the successful bidder during contract signing.</p>



SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
40		<p>Indemnity</p> <p>That the Vendor/Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.</p>	<p>We hereby submit that the indemnity requirements mentioned herein are too broad and should be removed. We suggest that the events mentioned herein can be addressed through general contractual principles of compensation, rather than indemnity.</p> <p>We submit that the given terms and conditions already contain remedies relating to IPR infringements as stated in clauses 9.21 and 9.27, and we are open to consider the same in accordance with the positions submitted by us hereinabove in relation to the said sections.</p>	No change. Same may be discussed with the successful bidder during contract signing.
41		<p>Indemnity</p>	<p>We propose that Bidder shall only be responsible for third party infringement claims and the Bank shall have an express obligation to mitigate its losses being covered. Also, this indemnity obligation shall be subject to our response above on clauses 9.21 and 9.27.</p>	No change. Same may be discussed with the successful bidder during contract signing.
42		<p>Force Majeure</p>	<p>We propose that Bank's obligation to make payments shall not be excused during a force majeure event.</p>	No change
43		<p>Payment Milestone</p> <ol style="list-style-type: none"> <li>1. Sign-off of SRS and delivery of all required licenses - 30% of Software cost</li> <li>2. Implementation of the solution at Development / UAT environment including customization and UAT Sign-off - 20% of software cost and 50% of implementation service cost</li> <li>3. Successful roll-out of the solution at DC &amp; DR (as applicable), digitization of 20,000 pages at each of the 2 pilot offices and Final acceptance of the solution - 50% of software and implementation service cost</li> </ol>	<p>Bidder request to change the milestone as -</p> <ol style="list-style-type: none"> <li>1. Sign-off of SRS and delivery of all required licenses - 60% of Software cost</li> <li>2. Implementation of the solution at Development / UAT environment including customization and UAT Sign-off - 20% of software cost and 50% of implementation service cost</li> <li>3. Successful roll-out of the solution at DC &amp; DR (as applicable), digitization of 20,000 pages at each of the 2 pilot offices and Final acceptance of the solution - 20% of software and 50% of implementation service cost</li> </ol>	No change

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
44		Proposed DMS solution must be a readily built product having end to end DMS capabilities as per requirement mentioned in this RfP.	Bidder needs clarity on what is meant by readily built product and end to end capabilities. Since we propose to provide the best solution, some components would be integrated to the original DMS.	Proposed DMS solution should have all standard feature and functionalities of DMS and can be implemented with minimum level of configuration.
45		Digitization at 2 offices of the Bank on Pilot basis.	Apart from the mentioned two location, bidder wants to know number of offices where digitization (scanning) capability would be required in future as well.	Refer to Section 4.4.1 in RfP, Digitization of other documents at all the offices will be taken up separately by the Bank through separate outsourcing process after the implementation of DMS Solution. The selected bidder from this tender process will extend necessary support / hands-on guidance during the contract period to resources deployed at other offices for digitization. For this purpose, the bidder will prepare SOP & troubleshooting guide as part of training activity for such digitization work.
46		The Bidder will ensure integration of DMS Solution with following existing applications	Bidder wants to know how integration with the existing mentioned applications would be done? Whether bank will provide necessary APIs? Will it be push or pull?	Currently Integration requirements are identified in Section 4.3.3(4). However, refer to Section 4.3.3(5 & 6) The bidder will ensure integration of the applications with DMS Solution for DC, DR & UAT/Development environments and synchronization among them, wherever applicable. Further details will be available during requirement study by the selected bidder during implementation.
47		Mailing System IBM Notes 9 (At present), MS Outlook as part of MS Office 365 Online is under implementation.	Bidder wants to know number of users using both these mailing applications.	All SIDBI Users. Approximate number is 1200.
48		During System Requirement Study, the bidder will explore the use of data available in DFMS and reuse those data, wherever possible, from existing DFMS System.	Bidder wants to know the current volume of data handled by DFMS.	Volumetric estimation will be shared at the time requirement finalisation.
49	Page 8 Section 4.1.3		Extension of submission date by one-two weeks	Presently not under consideration.

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
50	Page 24 Section 4.1.3		<p>Project Timeline: Considering the below points,</p> <ol style="list-style-type: none"> <li>1. SIDBI intends to conduct VAPT, which is usually a time-consuming activity as it is a recursive exercise.</li> <li>2. SIDBI expects to conduct a software audit by an external firm. Which is a time-consuming activity.</li> <li>3. UAT might be conducted by a third party.</li> </ol> <p>Considering these major objectives and the quantum of work to be completed and locations where the activities are conducted. This would be a daunting task considering the logistics of resources etc.</p> <p>Please be advised to request for a timeline of 6 months for the complete project.</p>	No change
51	Page 30 Section 4.3.3.4.3		<p>Do we need to integrate IBM Notes 9 with DMS now? Since the MS office is already under implementation, can we integrate with MS office rather IBM notes?</p>	<p>IBM Notes emails will be migrated to MS Outlook. Bank is currently having some other applications in IBM Notes Platform which are not yet planned for migration. Hence Bank will continue to use IBM Notes till suitable solution are in place for those applications. Hence, integration capability with both MS Outlook &amp; IBM Notes are required for the proposed DMS Solution.</p> <p>However please note <b>Point E</b> in the 1st page of Pre-Bid clarification document for modification in eligibility criteria.</p>
52	Page 31 Section 4.3.8		<p>Required clarification on "facility for cross referencing documents"</p>	<p>Any document in DMS should be able to refer &amp; link any other related document in DMS and vice-versa, as and when required. For example, solution should be in a position to link different versions of circulars / policies on same / different subject in a predefined hierarchy to establish the cross reference.</p>
53	Page 33 Section 4.3.12.2		<p>No details about supported API's, assumptions are made that the API's are available in the system.</p>	<p>Currently Integration &amp; API requirements are identified in Section 4.3.3(4). However, refer to Section 4.3.3(5 &amp; 6) The bidder will ensure integration of the applications with DMS Solution for DC, DR &amp; UAT/Development environments and synchronization among them, wherever applicable. Further details will be available during requirement study by the selected bidder during implementation.</p>

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
54	Page 34 Section 4.3.15.2		VAPT is often conducted by Enterprises not by the vendor. Please clarify.	Please refer to Section 4.3.15. in RfP - The Bidder would perform the Vulnerability Assessment and Penetration Testing (VAPT) for Internet facing modules, if any, through 3rd party Vendor and submit the certificate. Accordingly Bidder has to include the pricing of VAPT in the commercial bid.
55	Page 35 Section 4.4.2		There is no fixed number of users to be trained, can we assume 1200 users in various batches of 25 or 50 each or train the trainer from SIDBI?	Please refer Section 4.4.2 & Annexure VI(Commercial Bid) in RfP for the details of Training. Number of participants in a batch will be around 25 nos. Further, as mentioned in Section 4.4.2.(3) Table-Row 3, end-user level training need to be provided primarily on the model of 'Train the Trainers'.
56	Page 42 Section 5.8.3		Most of the banks provide waiver for MSME for EMD and Bid application costs, SIDBI acting as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector, would SIDBI waive these costs for Salzer as we are registered MSME.	Refer to Section 5.15 for the details of Public Procurement Policy on Micro and Small Enterprises (MSEs). MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD).
57	Page 49 Section 6.6		Relaxation to one customer implementation experience as against the ask of 2 in the RFP.	No change
58	Section 4.3.2.1	Scanners	Bidder have to arrange their own scanners and other hardware related to scanning. Kindly please mention the no of scanning stations that would be needed by the bank	Refer to RfP Section 4.3.2 - Bidder has to arrange their own scanners and other hardware related to scanning for digitization at only 2 offices viz. Mumbai and Indore on Pilot basis during implementation phase. Bidder may decide on number of scanning stations required to complete the job in time.
59	Section 4.3.9	Scanning	Is there a requirement for Record Management System which will link the digitized document with the physical document storage.	Proposed DMS Solution should have the provision to store and keep a track of actual physical location (if any) of that document in Bank.

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
60	Section 4.2.4	Hardware	Bidder has to provide the Hardware specifications while the Hardware and other supporting components (Operating System, Application Server, Web Server, System software, 3rd party tools, Database/Application software) to be provided by Bank. Is our understanding right.	<p>As mentioned in section 4.2.2 of RfP, Bidder is required to size the hardware specification as per requirement mentioned in the RfP.</p> <p>As mentioned in section 4.2.2 of RfP, all necessary softwares of the solution need to be supplied, installed, configured and maintained by the bidder. The bidder must factor and deliver all required software components in line with the requirement specified in RfP document. This will include Middleware, Application Server, Web Server, OCR module, Database (Other than Oracle, if any), Scanning Solution, Reporting etc. which are required to implement the proposed DMS solution.</p>
61		Integration	What all integration touch points to be factored for DMS and Workflow. Kindly elaborate	<p>Currently Integration requirements are identified in Section 4.3.3. The bidder will ensure integration of the applications with DMS Solution for DC, DR &amp; UAT/Development environments and synchronization among them, wherever applicable. Further details will be available during requirement study by the selected bidder during implementation.</p> <p>Bank shall be utilizing services of on-site administrator-cum-developer for building additional workflows and other activities as mentioned in section 8.7 and other places of the RfP.</p>
62	Section 4.3.12	Migration from DFMS	Kindly provide the size of existing documents and data which needs to be migrated into the new system	As mentioned in point 3 & 4 above.
63	Section 4.3.10	Mobility	Kindly elaborate on the purpose of usage of Mobility Application which is being asked in the RFP. What is the exact use case ? How many mobility users to be factored?	Requirement of mobility has been elaborated in Section 4.3.10 in RfP (Mobility Solution). Please refer to Section 4.2.3 - Licensing for the number of users for DMS in Bank. Further, please refer to Section 4.2.3. - 1(c) in RfP - All these licensed users should have access to all the functionalities including availability of the solution on mobile devices as per scope of the RfP.

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
64	Section 4.2.1	Project Infrastructure	We are considering Production (DC), Development & UAT (DC) and DR Instance. Is our understanding right.	Yes. Refer to Section 4.2. in RfP for Project Infrastructure details.
65	Section 4.4.2	Training	Training for this project should be factored to how many user and batches. Also please provide clarity on no of locations and training schedule at each loactions.	Please refer Section 4.4.2 & Annexure VI(Commercial Bid) in RfP for the details of Training. Number of participants in a batch will be around 25 nos.
66	Section 4.3.7	Digital Signature	For Digital Signature , Newgen will integrate the system with the existing digital tokens procured by SIDBI. Is our understanding right.	Yes.  As mentioned in Section 4.3.7 of RfP, proposed DMS solution should have the capability to integrate Digital Signature and the bidder will extend the required service for integration anytime during the contract period, as and when required by the Bank.
67	Section 4.3.4	Extraction	OCR Extraction requirement is for indexing purpose only or it is for full fledge usage. Also kindly elaborate on the use case of unstructured, semi structured extraction	Proposed DMS Solution should have Full-fledged OCR capability. Refer ro Section 4.3.4.in RfP for the requirement of OCR.  For example, unstrctured document could be contracts, letter, article etc. Semi-structured documents are the documents which are neither fully structured nor fully unstructured - e.g Invoice, Bill etc. Example of structured documents could be pre-printed structured stationery like Surveys, questionnaires etc.

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
68	Section 4.3.10	Mobile devices Application	<p>As per mentioned in the RFP, department has the requirements for various services where in officials can use the mobile applications for capturing the meeting related details &amp; documents through mobiles/tablets. So imaging features become the important requirement of mobile application framework. So our recommendation is that mobile application framework should have below mentioend features:-</p> <ul style="list-style-type: none"> <li>a. Image compression, B/w conversion from color images</li> <li>b. G4 compression for B&amp;W, JPEG for color and gray scale</li> <li>c. Multiple page document capture</li> <li>d. Auto cropping, Auto orientation, perspective correction, noise removal, geo capture</li> <li>e. Image capture setting ( camera resolution, image type)</li> </ul> <p>Please confirm.</p>	<p>The requirement of mobility of DMS Solution has been elaborated in <b>Section 4.3.10. Mobility Solution and Annexure V – Functional &amp; Technical Specifications.</b></p> <p>No change.</p>
69	Point 6	Eligibility Criteria	<p>For the best breed of Workflow Management Solution, we request you to consider the COTS based product having presence in Reports like Gartner MQ, Forrester Wave Report which are considered for benchmark for Quality.</p> <p>Please Confirm</p>	No change
70	Section 6	Eligibility Criteria	<p>SIDBI is into the financial services space which has very different dynamics. We recommend that you should look for References from BFSI segment only which help you evaluate in a better way.</p>	No change
71	Section 4.3.9	Multilingual	<p>SIDBI is looking for bi lingual language support for the proposed solution which would be English and Hindi. Is our understanding right.</p>	Yes

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
72		Support	One L1 Onsite support is required after Post Go Live Phase for 1 Year. Is our understanding right	<p>Bidder will be required to extend <b>warranty and ATS services as mentioned in section 8.5 &amp; 8.6 of the RfP</b>. Scope of warranty and ATS services should not be mixed with the onsite Administrator-cum-Developer being sought separately as mentioned in section 8.7 of RfP.</p> <p>Additionally in terms of <b>section 8.7 of the RfP</b>, Bank intends to subsequently take up customization, development of additional workflows, integration of the proposed DMS Solution with other legacy applications which are beyond the scope of the tender document. Accordingly, commercial rate of one <b>Administrator-cum-Developer</b> is being obtained in the tender for availing services during first year after implementation of the solution. This resource will also be used for on-site administration of the solution. Please refer all the points in section 8.7 regarding scope of this service.</p> <p>Warranty &amp; ATS services (Section 8.5 &amp; 8.6) and one onsite Administrator-cum-Developer (Section 8.7) are <b>two mutually exclusive services</b>. Bidder must take note of this.</p>
73	Section 4.3.4	Extraction	Kindly provide the volumes of documents on which extraction engine should run.	<p>Please refer to SL 2 of this document.</p> <p>Bidder may please note section 4.2.3 of the RfP for Licensing requirement. Section 4.2.3 (d) of RfP may be noted more specifically which states : "Licenses, configured by the Bidder for any software component, <b>should not have any limitation based on core/processor of the server configuration being used for implementation of DMS Solution or volume of documents</b>. The right to use the software will be across all the offices of the Bank."</p>
74	Section 8.2	Terms of Payment	Request you to kindly change Payment terms for Software application , Licenses cost to be paid on delivery of product licenses and implementation services cost can be based on Delivery milestone.	No change



SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
75	Section 4.3.2	Digitization - Scanning	Scanning/Digitization activity is to be factored only for 2 pilot offices i.e Mumbai and Indore. Is our understanding correct.	Yes. Refer to Section 4.3.2. for Digitization
76	Section 3.4.2		Will all intended users of the DMS solution be provided with a unique Citrix user profile and a virtual desktop within the Citrix infrastructure/enviroment.	Proposed DMS Solution should not have any dependency on CITRIX. The solution should provide user interface using both standard browsers as well as Web-Interface through rich client .
77	Section 4.2.3		Licensing: Is there a requirement for Bulk/Backlog scanning at all locations, and/or at specific locations and if feasible provide a list/count of locations where there maybe a need to do bulk scanning.	Refer to RfP Section 4.3.2 for the details of Digitization. Bidder will be required to take up digitization at 2 offices viz. Mumbai and Indore on Pilot basis during implementation phase. Refer to Section 4.4.1. for Digitization at offices other than Pilot offices.
78	Section 4.2.3		Licensing: Does the bank expect substantially higher scanning volumes in certain locations/centres in comparison with other branch offices of the bank. For ex: Scan volumes at Head office and Regional Offices maybe substantially larger when compared with BOs and XBOs. If so, please provide a count/list of offices where scan volumes will be higher.	Bidder may please note section 4.2.3 of the RfP for Licensing requirement. Section 4.2.3 (d) of RfP may be noted more specifically which states : "Licenses, configured by the Bidder for any software component, <b>should not have any limitation based on core/processor of the server configuration being used for implementation of DMS Solution or volume of documents.</b> The right to use the software will be across all the offices of the Bank."  Based on experience of volume of work in the offices, Lucknow, Mumbai, Delhi (all are having HO depts.) and couple of other ROs may be having comparatively larger scanning volume.
79	Section 4.3.2		Scanning and Digitization services: Can the bank consider increasing the approximate volume of pages to be scanned and digitized at the pilot locations. Doing so will benefit the bank in terms of cost and productivity.	No Change.  Please refer to Annexure VI – Commercial Bid Format - Pointt 5 : 20000 pages each to be digitized in Mumbai & Indore Office on pilot basis.
80	Section 4.3.15		Vulnerability and Penetration Testing (VAPT) for internet facing modules: Does the bank have a list of minimum criteria that are mandatory to be tested and certified as a part of the VAPT activity.	Bidder has to arrange VAPT for Internet facing modules, if any, through 3rd party Vendor and submit the certificate.  Minimum criteria and scope of VAPT will be mutually decided by the successful bidder and Bank.

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
81	Section 6.3	Eligibility Criteria	The Bidder must be an enterprise operating in the field of document management for at least 5 years as on the last date of submission of bid. Request to change for at least 3 years	No change
82	Section 6	Eligibility Criteria	For the best breed of Workflow Management Solution, we request you to consider the COTS based product having presence in Reports like Gartner MQ, Forrester Wave Report which are considered for benchmark for Quality.  Please Confirm	No change
83	Section 6	Eligibility Criteria	SIDBI being into the financial segments which has very different dynamics. So we recommend that you should ask for References from BFSI segment only which help you evaluate in a better way.	No change
84	Section 8.2	Payment Term	Request you to kindly change Payment terms for Software application , Licenses cost to be paid on delivery of product licenses and implementation services cost can be based on Delivery milestone.	No change
85	Section 8.8.1	Liquidity Damages	If the vendor fails to deliver the Software items within stipulated period in line with the finalized project plan, Bank will impose a penalty of 1% of the order value of the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items. We request to have maximum penalty cap of 5%	No change
86	Section 4.2.4	Hardware	As per the RFP, Bank will procure, deploy and maintain the Hardware, Application Server, Database Server, OS. Is this understanding right.	Please refer to point no. 60 above.
87	Section 4.3.4	Extraction	As per the RFP, Bank only requires the extraction for Documents in English Language. Is our understanding right.	Please refer to SL 71 of this document.

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
88		DMS	<p>Since the Document Management System will be storing critical documents of various departments which need to be archived for long term, so is SIDBI looking at archiving documents in PDF/A format which is an open ISO standard for long term archival and is now becoming de-facto standard in most government projects/PSU/PSB in India.</p> <p>Please confirm</p>	Please refer to Annexure V – Functional & Technical Specifications S. No. 2 and Section 4.3.9 in RfP for Document Storage and Section 4.2.4 for document retention period.
89	Point No. 3.4.1 Page no. 18		<p>SIDBI is presently implementing Microsoft Outlook and already has Microsoft Office 365, in this scenario has SIDBI procured SharePoint licenses as a bundle pack from Microsoft in which case the licenses cost will be bare minimum and the bidder quoting with a Microsoft solution will definitely be L1. Our query is will SIDBI consider only SharePoint as a DMS solution as well which has better integration with Microsoft Office 365 and Microsoft Outlook ?</p>	Please refer to SL 5 of this document.
90	Point No. 4.2.2.4 of Page 26		<p>While SAN-to-SAN replication using DataGuard for Oracle Database between DC and DR is already in place, bidder will be required to supply and configure necessary tool for replication of all data, documents and media files between DC and DR for the proposed DMS solution.. Does SIDBI suggest bidder to use the replication using the similar tool and solution OR bidder can implement other tool and use other replication mechanism?</p>	<p>Presently, DataGuard is being used for synchronisation of ORacle Data between DC and DR sites. Bidder needs to provide appropriate replication tool for data/ document synchronization between DC &amp; DR site. Bidder should factor adequate licenses required for replication for entire contract period including their ATS/Warranty. Prices of all such licenses quoted by the bidder will be part of the commercial bid.</p>
91	point no 4.2.6 of page 28		<p>Hardware Sizing - SIDBI wants to keep 50% sizing of DC for DR - What will be the replication frequency and in case of DR to be used 50% of data will be available with DR request little more details on recovery of documents 100% documents in case of a disaster or if SIDBI is ok with 50% anyway 100% hard copies are there. Also kindly help to clarify if SAN will be of 50% at DR. Can the bidder do a EOD replication when the</p>	<p>Replication frequency will depend on available bandwidth between DC and DR.</p> <p>In terms of section 4.2.6 (1), the bidder has to implement the solution at DR site also. DR environment for this solution will be of 50% replica of DC environment <b>with regard to hardware</b>. SAN is already available at DR site. 100% of Data/Documents of DC will be synchronized with DR site.</p>

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
			load is minimal due to minimal user load at night.	
92	Point No. 8.4.1 of page 66		Need more details on penalty if 1% will be maximum penalty amount or cumulative to every stage in a delayed delivery situation at any earlier stage of delivery	Please refer section 8.8.1 of RfP - If the vendor fails to deliver the Software items within stipulated period in line with the finalized project plan, Bank will impose a penalty of 1% of the order value of the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items.
93	Point 8.9 page 67		If the vendor fails to complete implementation and rollout of DMS Solution within the stipulated period in line with the finalized project plan, Bank will impose a penalty of 0.5% of the order value of cost of Software and implementation services (except the cost of digitisation) for each week's delay or part thereof, subject to maximum of 5% of value of the cost of Software and implementation services. - How are the above two points different from each other.	Previous point no. 92 states application of penalty for non-delivery of items.  This point no. 93 states application of penalty for delay in implementation and rollout of DMS solution. Please refer to section 8.9.1 of RfP - If the vendor fails to complete implementation and rollout of DMS Solution within the stipulated period in line with the finalized project plan, Bank will impose a penalty of 0.5% of the order value of cost of Software and implementation services (except the cost of digitisation) for each week's delay or part thereof, subject to maximum of 5% of value of the cost of Software and implementation services.
94	4.1.3.Delivery Schedule and Project Plan		The bidder is required to deliver the products and services as per scope of the project within 3 months from the date of execution of the procurement contract. - Does SIDBI want the entire project to be delivered within 3 months?	Yes

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
95	4.3.3-4 -Point 3 of Table of Page 30		<p>The solution should have capability of seamless integration with both IBM Notes and MS Outlook Mailing Systems for storage of mail contents including its attachments. It should also have the capability of enabling fetching of documents from DMS storage for attachment directly from Mailing Interface of both IBM Notes and MS Outlook.</p> <p>Our Query is: How many Users on Lotus and how many on MS outlook Is SIDBI planning to continue both Email platforms?</p>	All SIDBI Users will continue to use both the solutions. Please refer to point 51 above for further clarification.
96	Eligibility Criteria / Page no. 49  Point no. 3	The Bidder must be an enterprise operating in the field of document management for at least 5 years as on the last date of submission of bid. (In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm / limited company will be taken into account).	Keeping in view of the maximum participation in this prestigious project. We recommend that:- Bidder must be an experience in the field of document management Systems for at least 5 years as on the last date of submission of bid. (In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm / limited company will be taken into account).	No change

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
97	Eligibility Criteria / Page no. 49 Point no. 6	The Bidder has to submit proof of its own two experiences in India for supply, installation and commissioning of the DMS Solution, offered to SIDBI. Reference of all such experiences, where implementation was done in line with the solution being offered to SIDBI and the implementation activity is complete as on the last date of submission of bids, will only be considered. Also, the customers for all the two references must have presence in multi-states locations in India. Note : 1) Experience of only record management or digitization service or scanning-storage will not be considered for this purpose. 2)The Solution proposed by the Bidder should be implemented at its referred customer's data centre.	As per our understanding, if any bidder had executed/completed the any project without supply /implementation of DMS or RMS software that project/experience will not be consider. Is it correct? Please confirm.	Project experience of the Bidder will not be considered without supply, installation implementation / commissioning of DMS solution.  Experience of only RMS (Record Management System) will not be counted for this purpose.
98	4.3.1. Systems Requirements Study (SRS) / Page no. 28 / Sr. no. 1	The Bidder will conduct Gap Analysis study and provide SIDBI with the gap identification report along with the necessary solutions to overcome the gaps. The Bidder will incorporate all the suggestions made by SIDBI in the gap report.	As per RFP, the GAP analysis has to be done by third party or SIDBI uring implementation. My question is this GAP analysis will be conduction during pilot phase or in final implementation. Also the time taken in performing corrections/changes in the process/system as per suggestion from GAP analysis will be separate from the "Go Live" timeframe. Who will the authorized agencies to perform GAP audit. Please clarify.	Before implementation of the DMS Solution, the successful Bidder itself has to conduct Gap Analysis study and provide gap identification report along with the necessary solutions to overcome the gaps. Further The Bidder will incorporate all the suggestions made by SIDBI in the gap report within the defined timeline as per RfP. All these are part of System Requirement Study within Implementation services.  Like any other system, implemented DMS solution will also undergo audit by audit teams separately appointed by the Bank. As mentioned in section 4.3.1(4), Bidder will attend and resolve the gaps, within the scope of signed-off SRS document, pointed out by the audit teams anytime during the course of implementation / Warranty / ATS period.

SL	Page / Section / Clause	RFP Clause	Bidder's Query	SIDBI's Clarification
99	4.3.1. Systems Requirements Study (SRS) / Page no. 28 / Sr. no. 4	The Bidder will ensure that gaps pointed out by the audit and inspection team, statutory and regulatory bodies, or any other third party agency engaged by SIDBI will be resolved during the course of implementation / Warranty / ATS period.	As per RFP, the GAP analysis has to be done by third party or SIDBI during implementation. My question is this GAP analysis will be conducted during pilot phase or in final implementation. Also the time taken in performing corrections/changes in the process/system as per suggestion from GAP analysis will be separate from the "Go Live" timeframe. Who will the authorized agencies to perform GAP audit. Please clarify.	Please refer to point 98 above.
100	4.3.11. Document Security/ Page no. 33 / Sr. no. 4	The DMS Solution should be in consonance with the Bank's Information Security Policy and other related policies issued by the Bank, RBI, Govt. Departments and any other regulatory bodies.	Whether SIDBI will provide policy details ? Please confirm.	Yes.

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