



Corporate Office: Rural Banking Department

Clarifications for Pre-Bid Queries - Ref: CO:RBD:284:2018-19 dated 27.11.2018 Supply, Installation, Customization And Maintenance Of Loan Management/ Origination System

AMENDMENT CORRIGENDUM

S. No.	RFP Point No. / Title	Page No. in RFP	Details provided in RFP	Amended Clause
1	Section IV - Scope of the Project - Point no 4 -Escrow	63	50% of the Costs for the Escrow will be borne by the successful bidder and the rest 50% will be borne by the bank	<p>The amended clause is :-</p> <p>The bidder has the following options :-</p> <ol style="list-style-type: none">100% of the Costs for the Escrow will be borne by the bank. In such case, purchaser reserves the right to choose the Escrow agent.50% of the Costs for the Escrow will be borne by the successful bidder and the rest 50% will be borne by the bank. In such case the Escrow agent will be mutually acceptable to Bank as well as successful bidder. However, the escrow firm/agent should be located in India. <p>The bidder may select any one of the above mentioned option and inform bank during submission of the bid.</p>
2	Section V- Qualification Criteria	73	The Bidder / OEM should have support center in Chennai and Hyderabad	<p>The amended clause is :-</p> <p>The Successful Bidder should have or establish a support center in Chennai and Hyderabad. In case the bidder is not having support center in Hyderabad, the bidder has to provide onsite support at Hyderabad within 24 hours on bank's request. However, support center at Chennai is mandatory.</p>





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3	Section III- Condition of Contract- Performance Security-Item 4.1	50	4.1 Within 15 days of issue of Purchase Order, the supplier shall furnish to the Purchaser the Performance Security equivalent to 10% of the Contract Amount in the form of a Bank Guarantee issued by a Scheduled Commercial Bank located in India, valid for 71 months(with further one month of claim period), in the format enclosed.	The amended clause is :- Within 15 days of issue of Purchase Order, the supplier shall furnish to the Purchaser the Performance Security equivalent to 10% of the sum of License cost and Implementation cost in the form of a Bank Guarantee issued by a Scheduled Commercial Bank located in India, valid for 71 months (with further one month of claim period), in the format enclosed.
4	Evaluation Matrix II S. No 2.1	16	Number of consecutive years the SI has implemented LOS/LMS Solution: Above 3 years – 20 Marks Above 2 years – 10 Marks Above 1 years – 5 Marks	The amended clause is :- Number of consecutive years the SI/ OEM (where OEM has implemented directly) has implemented LOS/ LMS solution Above 3 years – 20 Marks Above 2 years – 10 Marks Above 1 years – 5 Marks
5	Evaluation Matrix II S.No 2.2	16	References where SI has implemented the LOS/LMS solution integrating with CBS Abroad India 3 Clients 12 20 2 Clients 9 15 1 Clients 6 10	The amended clause is: - References where SI/ OEM (where OEM has implemented directly) has implemented the LOS/LMS solution integrating with CBS. Abroad India 3 Clients 12 20 2 Clients 9 15 1 Clients 6 10





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6	S.No 2.3	16	Number of Banks under SI's Post Implementation support for LOS/LMS being provided for the last 2 years Abroad India 3 Clients 12 20 2 Clients 9 15 1 Clients 6 10	The amended clause is :- Number of Banks under SI/OEM's (where OEM has implemented directly) post implementation support for LOS/LMS being provided for the last 2 years Abroad India 3 Clients 12 20 2 Clients 9 15 1 Clients 6 10
7	2.4	16	Number of implementation experts and consultants available in India with SI having more than two years of experience in the proposed LOS/LMS 25-or more 20 19-24 15 10-18 10	The amended clause is :- Number of Implementation experts & Consultants available in India with the SI/OEM (where OEM has implemented directly) having more than 2 years of experience in the proposed LMS/LOS. 25-or more 20 19-24 15 10-18 10





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8	Section III / 14. Termination for Defaults/ Point no. 14.1	55	<p>14.1 The Purchaser, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :</p> <p>a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;</p> <p style="text-align: center;">or</p> <p>b. if the Supplier fails to perform any other obligation(s) under the Contract and fails to cure the same within the curing period provided by the purchaser in writing.</p> <p>c. If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>	<p>The amended clause is :-</p> <p>14.1 The Purchaser, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :</p> <p>a. if the Supplier fails to deliver (for reasons solely attributable to Supplier) any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;</p> <p style="text-align: center;">or</p> <p>b. if the Supplier fails to perform (for reasons solely attributable to Supplier) any other obligation(s) under the Contract and fails to cure the same within the curing period provided by the purchaser in writing.</p> <p>c. If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>Further, rest of the clause remains unchanged</p>
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9	Section III / 27 Limitation of Liability	58	Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value.	<p>Amended Clause:-</p> <p>Vendor's aggregate liability under the contract shall be limited to 40% of the contract value. This limit shall not apply to third party claims for</p> <p>a) IP Infringement indemnity</p> <p>b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the vendor that gave rise to claim, under this tender.</p> <p>For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.</p> <p>In case of Termination for default, Vendor's aggregate liability under the contract shall be limited to a maximum of contract value.</p>
10			--	<p>Addition to the payment clause:-</p> <p>In case, there is delay in implementation of the project solely due to reason attributed with bank, Bank will release the payment for the license cost to the successful bidder as per the delivery milestones.</p>
11	General		Last date of Bid Submission is 14.12.2018	The last date of submission has been extended to 21.12.2018.
12	Section V - Qualification Criteria - Point a	73	Section V - Qualification Criteria - Point a	Addition to the Qualification Criteria: - In case the Bidder is a 100% subsidiary / entity formed from parent company by way of demerger/re-organization / separation of business, in such cases experience & credentials of parent company will also be considered for evaluation provided documentary proof of demerger/reorganization/ separation is produced.





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13	73	<p>The bidder should have satisfactorily implemented proposed LOS/LMS solution for at-least Agriculture and MSME Segment with support services in at least one scheduled commercial bank in India. Copy of Purchase orders issued by Commercial Scheduled Bank in India should be submitted along with Technical Bid. Further, the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory. The letter should be obtained after the date of issue of the RFP.</p>	<p>The amended clause is :- The bidder/OEM should have satisfactorily implemented proposed LOS/LMS solution for at-least Agriculture and MSME Segment with support services in at least one scheduled commercial bank in India. Copy of Purchase orders issued by Commercial Scheduled Bank in India should be submitted along with Technical Bid. Further, the bidder should submit a letter/e-mail issued by the scheduled commercial bank stating the services are found satisfactory. The letter/e-mail should be obtained after the date of issue of the RFP.</p>
14		<p>Section V - Qualification Criteria - Point a</p>	<p>Addition to the current clause:- OEM experience will be considered only in case the OEM has implemented the LOS/ LMS solution directly i.e. without any System Integrator. Also, in such case the OEM has to submit a declaration stating that the proposed solution will be implemented and managed by the OEM. The format is attached is Annexure.</p>



Annexure

UNDERTAKING for IMPLEMENTATION OF SOLUTION (To be Submitted by OEM)

To,

Asst. General Manager
Rural Banking Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.

Dear Sir,

Sub: Supply, Installation, Customization and Maintenance of Loan Management/ Origination System

Ref: Bid Document No. CO:RBD:284:2018-19 dated 27.11.2018.

We hereby declare that, in case the Authorized Partner is not having experience in implementing the proposed solution/lack expertise in implementation/management of the proposed LOS/LMS solution, we, as the OEM, will implement the proposed solution as per the scope of the tender on behalf our Authorized Partner.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



