

Sr. No.	Clause Name	Page no.	Clause Description	Query / Suggestion / Clarification	CGTMSE Response
1	General			Request Trust to provide clarity whether trust have set rules for guarantee and claim settlement. If yes, are the rules based on business activities.	Yes Trust has set of rules for guarantees, claims etc
2	General			Request trust to provide an insight about present accounting carried out for fee receivables and premium in the existing solution. Also provide clarity on it's linking with claims and proposals.	These are business logics which shall be provided in detail to shortlisted bidder.
3	General			Request Trust to provide clarity on whether the trust have different rules set for different institution or standard rules set for every institution belonging to different category.	These are business logics which shall be provided in detail to shortlisted bidder.
4	General			Request trust to provide the number of offices of the trust present all over India.	Currently only at Mumbai
5	General			Request trust to provide clarity on whether the maker/checker concept is applicable at every step of the process or only for selected cases.	Yes
6	General			Request trust to provide the number of internal and external users for the proposed solution.	Concurrent user numbers are provided in RfP
7	General			Request trust to provide clarity on whether the MLI for the propsoed solution is a single unit or a separate unit.	Each MLI shall have multiple users
8	General			Request trust to provide clarity on whether the propsoed solution for MLI i.e bank would have user for every branches or there would be selected user for a particular bank.	Each MLI shall have multiple users
9	General			Request trust to provide the number of internal users of CGTMSE.	Concurrent user numbers are provided in RfP
10	Generic requirement	23	Supply, Installation, commissioning, and support and maintenance with five-year warranty/AMC support for solution	Request Trust to clarify our understandig solution would be under warranty for the 1 year from go live + 4 years of AMC	No Change; Please refer RfP
11	4.2.13Generic requirement	23	Provide tools and utilities for the process automation and implement the same in production, development and test environments	Request trust to list tools & utilities which needs to be automated	The same shall be decided at the time of SRS
12	4.2.13Generic requirement	23	Reporting and analytics to be provided to meet the reporting requirement of Trust	request trust to provide the clarity on the number of reports required to be generated from the system and also the current number of reports trust is generating for regulatory purpose & internal use.	The same shall be decided at the time of SRS
13	4.2.13Generic requirement	23	The solution should enable API based integration with relevant software/s being used by MLIs / other application vendor etc., but not limited to, as decided by Trust.	Request trust to provide the list of souldtions or agencies where the GMS solution will be integrated	The same shall be decided at the time of SRS; for details please refer RfP
14	4.2.13Generic requirement	23	Bidder will be responsible to support and create, / manage environments for Integration testing and UAT (User Acceptance Testing), the UAT setup shall be near replica of the production setup. This will entail setting up of two environments namely a Staging Environment and Live Production Environment. The cloud team shall be supporting bidder to set this up	Request trust to provide the clarity , Bidder would be responsible for providing the OS, DB & middelware only rest of the infra would be provided by the trust as per hardware sizing	Please refer to Clause No.4.4 of RfP
15	4.2.13Generic requirement	24	The solution should be designed with redundancy in mind to ensure nil impact by failure of one or more components/servers or software in Production environment	request trust to clarify whether Trust requires HA for the proposed solution. Also request bank to comment on DR environment would be excat replica of DC environment	Please Refer RfP
16	4.2.13Generic requirement	24	The bidder will be responsible for implementing the process automation for Trust's operations. The said number and processes to be automated is indicative only which may vary as per actual requirement of the Trust. The Trust reserves the right to modify / delete/introduce new processes in the list before implementation.	Request trust to provide the list of souldtions or agencies where the GMS solution will be integrated	No Change and additionally refer the answer to to query no.13
17	4.2.13Generic requirement	24	The bidder should submit the entire documentation along with E-R diagram, Data flow diagram, System architecture diagram, Document flow diagram, table structures along with table fields etc	Request Trust to consider," The bidder should submit the entire documentation along with E-R diagram, Data flow diagram, System architecture diagram, Document flow diagram etc in the technical document."	No Change
18	4.2.13Generic requirement	24	Training videos, screen-wise presentation, graphical slide shows etc pertaining to entire product demonstration needs to be made by the bidder and submitted at the time of final delivery/installation/deployment.	Request Trust to consider, " Training manuals, screen-wise presentation, graphical slide shows etc pertaining to entire product demonstration needs to be made by the bidder and submitted at the time of final delivery/installation/deployment."	No Change
19	4.2.13Generic requirement	24	Latest and popular technology having easily available resources to maintain the system post its delivery, should be used to develop GMS		No Query listed here
20	4.2.13Generic requirement	24	Any upcoming compliance requirement from data security perspective needs to be completely adhered by and implemented by bidder in the same bid price submitted by the bidder. For any major deviation at policy level (Whether major or not shall be decided by Trust at their sole discretion), commercials may be mutually agreed upon for such compliance implementation	Request bank to consider, " Any upcoming statutory compliance requirement from data security perspective needs to be completely adhered by and implemented by bidder in the same bid price submitted by the bidder. For any major deviation at policy level or any trust specific changes (Whether major or not shall be decided by Trust & sucessful bidder mutually), commercials may be mutually agreed upon for such compliance implementation".	No Change
21	4.2.13Generic requirement	25	All the middleware licenses, development tools etc., but not limited to, used partly or fully by the bidder shall be licensed and the delivered system shall contain all the future license permission usage as well.	Request bank to clarify the mentioned point in detail	Please refer response to query no.14 above

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22	4.2.13Generic requirement	25	- All security tests as mentioned above and additional test which may be required by the trust, needs to be carried out by a reputed 3 rd party security testing company (This 3 rd party company to be selected by mutual consent of both parties) and the costs related to these testing needs to be borne by Bidder. The bidder must adhere and implement all the suggestions/recommendations given by this 3 rd party security testing company for making the system more secure. Bidder needs to provide the required security certifications, ISO certifications related to system developed as and when may be required by Trust.	Request trust to consider , " All security tests as mentioned above and additional test which may be required by the trust, needs to be carried out by a reputed 3rd party security testing company (This 3rd party company to be selected by mutual consent of both parties) and the costs related to these testing needs to be borne by trust. The bidder must adhere and implement all the suggestions/recommendations given by this 3rd party security testing company for making the system more secure. Bidder needs to provide the required security certifications, ISO certifications related to system developed as and when may be required by Trust."	No Change
23			Licenses for middleware, development tools etc. will also be arranged by the bidder, at bidder's cost, on cloud model.		Please refer response to query no.14 above
24	4.3 Technical requirement	26	5. The cost of all development / customization efforts is required to be included in the Price Bid and CGTMSE will not pay any additional cost for such effort till acceptance of the solution. This includes customization of all statutory, regulatory and ad-hoc MIS (Management Information System) reports as required by CGTMSE in the desired formats.	request trust to provide the clarity on the number of reports required to be generated from the system and also the current number of reports trust is generating for regulatory purpose & internal use.	No Change and additionally refer the answer to to query no.12
25	4.4 Licence OS Middleware	29	3. Any additional License for tools etc for GMS All licenses and support costs related to any tools, software, middleware etc., but not limited to, shall be borne by bidder across the project tenure	Request trust to provide the clarity , Bidder would be responsible for providing the OS, DB & middleware only rest of the infra would be provided by the trust as per hardware sizing	Please refer to clause No.4.4 of RfP
26	4.7 Software platform	30	2. Solution must be platform responsive irrespective of any form factor e.g. mobile, tab/ipad, laptop etc.	Request Trust to provide the clarity on mentioned point in detail for bidders better understanding of the requirement	This means that GMS application should be able to be accessed by any mobile, Tab, Desktop and/or laptop etc
27	4.8 Soverity,Priority,and SLA	30	For the purpose of monitoring the SLAs in the RfP, the bidder shall provide Incidents and SLA management tool for recording all incidents regarding applications. Users, both internal and external, will have access in the tool to report incidents on real time basis. The bidder shall also record resolution in the same tool as and when required. The Bidder shall monitor SLA breaches through the tool. CGTMSE will be given web based access of this tool at multiple levels to monitor life-cycle of the incidents, their resolution and SLA compliance. Bidder will be responsible to submit report of calculation of SLA and applicable penalty along with periodical invoices to CGTMSE as and when applicable as per payment terms.		
28		33	- Penalty of 1% of the contract value per week of delay, subject to maximum of 10% of contract value (This is an overall clause implied on overall project timeline post 180 days)	Request trust to clarify if the phase wise penalty is applied then whether the penalty for the overall project delay would also be applied, also request trust to provide a detailed explanation how the penalty would be applied in both the scenarios	No Change
29			- Any delay from CGTMSE shall not be considered as reason for exemption from penalties; however, CGTMSE at its sole discretion may consider genuine delays from Trust's end, as may deem fit by CGTMSE, can exempt from levying penalty at its sole discretion.	Request trust to remove the mentioned clause as its in not a mutual , the clause is in totally favour of trust	No change
30	5. change management	34	2. The bidder is requested to submit the man-month rate for change management as part of the commercial bid. It may be noted that optional contracted man- month rate, as mentioned in above table, is being obtained to handle change management, if any, during the contract period. For details on the treatment of this optional rates, bidders may refer to the commercial bid format.	Request bank to consider the following and do the necessary changes in the commercial format; "The bidder is requested to submit the man-day rate for change management as part of the commercial bid. It may be noted that optional contracted man- day rate, as mentioned in above table, is being obtained to handle change management, if any, during the contract period. For details on the treatment of this optional rates, bidders may refer to the commercial bid format."	No change
31	6.timeframe and tenure of contract	35	Phase	Description	
32			I Assessment of requirement and submission of SRS 30 Days from PO release date	Request trust to consider, "I Assessment of requirement and submission of SRS 45 Days from PO release date	No Change
33					
34	8.3 Bid Evaluation	41	Capacity Assessment of the Application(s) Developed / managed by the bidder (in terms of business operations like Rule engine filtration development and implementation (One e.g. of rule engine), - No. of users (10000 non-concurrent users),	Request bank to consider a self declaration for the same.	No change
35					
36					
37					
38	6.timeframe and tenure of contract	36	Dc and Dr management hosting support	Need detailed Scope	Deployment of GMS application on Infrastructure (DC and DR) needs to be managed by bidder, as and when required as explained in RfP.

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39	8.2 Stage I – Evaluation of compliance to Eligibility criteria; Sr. No. 6	39	Eligibility Criteria: The bidder should be having CMMI Level 5 and above Supporting Documents Required : Copy of the certificate should be valid as on date of this RfP should be furnished	Kindly amend the clause as : Eligibility Criteria The bidder should be having CMMI Level 3 and above Supporting Documents Required : Copy of the certificate should be valid as on date of this RfP should be furnished	No Change
40	8.3 Stage II – Evaluation of Technical Bids and Presentations; Sr No. 1 : Experience around understanding of lending operations ; Sr. no. 1.1	41		Kindly amend the clause as : Eligibility Criteria Number of Loan Processing System / Loan Management System / Guarantee Management System / Insurance Management System developed to facilitate loan approvals in automated manner along with maintenance (for each project: 1 citation (successfully completed and in operations for last 12 months) =10 marks; with total capping at 20 marks) Note: Only completed project with minimum three years of successful implementation post go-live, the implemented solution must be containing the workflows. Project having size in terms of project cost with minimum Rs. 1 Crores of value, will be considered for evaluation Required document: Project completion certificate or Work order document or invoices.	No Change
41	Section 4.2.1: Registration of Member Lending Institution.	16	MLIs desirous to avail the benefit of the Scheme are required to register with the Trust.	Who will initiate MLI registration, CGTMSE user or MLI user?	The same shall be decided at the time of SRS
42	Section 4.2.2: Guarantee Initiation and approval.	16	Develop automated approval mechanism based on pre-defined rules	Is a rule engine expected to configure these rules? Or these are one time configuration rules which will not change.	It is not one time set rules as it may change according to Trust's policies from time to time; please refer RfP
43	Section 4.2.2: Guarantee Initiation and approval.	17	Proposed solution should have API configurability for ease of flow of information across different systems and MLIs	Which systems are we expected to integrate and what are their technologies?	The details are as per RfP
44	Section 4.2.4: Claims Processes (Claims and settlement process).	18	Integrate with other systems of Trust / MLIs to get the required NPA information	Which MLI systems are we talking about? Each MLI will have its own different system.	The details are as per RfP
45	Section 4.2.9: Generic Requirements.	23	Additionally, Bidder will integrate the proposed solution with Accounting software being used by CGTMSE presently.	Which is this accounting software?	The same shall be decided at the time of SRS
46	Section 4.2.9: Generic Requirements.	24	Training videos, screen-wise presentation, graphical slide shows etc pertaining to entire product demonstration needs to be made by the bidder and submitted at the time of final delivery / installation/ deployment	What do you expect from training videos?- will they be screen record with voice over or some one explaining the software., etc	The same shall be decided at the time of SRS
47	Section 4.2.9: Generic Requirements.	25	All security tests as mentioned above and additional test which may be required by the trust, needs to be carried out by a reputed 3rd party security testing company	How many security audits are expected in a year?	Please refer clause no 4.2.13 of RfP
48	4.3 Technical Requirements	26	The selected / shortlisted bidder has to coordinate with the cloud vendor for establishing Data Center (DC) and Disaster Recovery (DR) sites as per the Trust's, RBI and competent authority's direction / guidelines / requirement from time to time. The selected/shortlisted bidder needs to provide a complete support to the DC and DR team / vendor for application/database deployment.	As per mentioned statement "For establishing data center(DC) and Disaster Recovery (DR) sites" Request you to kindly confirm hosting of application will be on premise location or CSP Cloud DC and DR site.	Please refer to Clause No.4.3 of RfP
49	4.5 Solution Maintenance	29	Bidder will also deploy resources on-site at CGTMSE to manage all these services. This shall also include any integration with marketplace or any other solution / application / portal in future which is required by trust.	i) Kindly elaborate exact scope and also mention which all services has to manage.	On-site resources (post deployment of GMS solution & Go Live) and the scope shall be defined from time to time by Trust; the cost of these 2 resources are already covered in the commercial bid.

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50	4.3 Technical Requirements	26	At least two technical resources (Skillset required as to match the team lead category as mentioned in the commercial sheet) 7+ Years of experience and should have worked for BFSI sector projects (preferably having knowledge of technology on which the solution has been developed as well as database – Front end and Back end) will be posted on-site by the bidder for support of the applications & infrastructure cum vendor coordination etc for entire project tenure.	Kindly confirm i) mentioned two technical resources cost is already considered in given optional rate card or CGTMSE separately will provide rate for two technical resources	Please refer to Commercial bid format
51	4.3 Technical Requirements	27	Data Migration – Bidder has to arrange for migration of data from the current environment to the new solution/ database. Knowledge of data structure of the current/existing guarantee system /database will be transferred to the selected bidder and it will be the responsibility of the bidder to convert/massage/cleanse etc., but not limited to, the data as per new requirement. Data migration should be completed around “Go-Live” stage. Additionally, the bidder needs to support and complete the requirement of getting historical data from the older database whenever required by trust and/or required for smooth operations of the new GMS. Suggested strategy of data migration is “Trickle” migration where both the systems (Old and new) are running in parallel and once complete data is migrated on new, old is switched off. The bidder must have complete knowledge of data migration plan including the database structures, clean up, maintenance and protection of data and implement governance standards.	1) Kindly provide more details on existing data (like flat file, Log file, etc.) 2) Also share the daily data generation. 2) which is connectivity mode in existing environment iSCSI or FC 3)Kindly give details on current availability of Connectivity i.e. 10 gig or 1 gig 3)Who will provide Media (USB/Hard-disk) for migration 4)Who will manage existing environment	The same shall be decided at the time of SRS
52	6. Time Frame / Tenure of the Contract	36	UAT, VAPT, System Audits, Report, 3rd party software integration, Certification, Compliances	Kindly confirm number of Audits required for VAPT in a year	Please refer clause no 4.2.13 of RFP
53	4.2.13 Generic Requirements	23	Enable suitable information security / cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the Trust from time to time.	i) Kindly give clarity on security components (such as IPS, IDS, firewall, SIEM, WAF, DDOS etc) for DC & DR ii) Kindly specify cyber security components for DC & DR	Security at application level / for the proposed GMS is the responsibility of the bidder
54	4.3 Technical Requirements	27	Regarding infrastructure, there are 3 on-prem servers (file server, UAT / test and Mail server, one each) where as there are 4 servers deputed in Data center comprising of application deployed on production, both Intra as well as Intra level	Here you have mentioned 4 server i) Kindly confirm is it available servers or bidder has to provide additional 4 servers ii) If it is available servers confirm hosting will be on existing infrastructure or CSP Cloud.	The servers mentioned here are Trust's existing infra and only for reference; however the proposed GMS application shall be hosted on cloud infrastructure to be provided by Trust
55				Kindly mention RPO & RTO for disaster recovery	Related to Infra more however to furnish the information, RPO- 30 Minutes and RTO - 4 hours
56				Kindly mention How many DR drills are required in a year	Half Yearly; however, Trust reserves the rights to conduct the drills/ security tests as and when required
57	Disclaimer - 4	3	It may be clearly noted by the bidder that the RFP rates should be kept valid for one year from the date of bid opening and bidder is bound to deliver at the bided rates for the period of 5 years from the date the agreement.	It is requested to change this clause, where rates to be valid for 1 year. After 1 year rates should go through a change management process, as rates could change due to multiple factors.	No Change
58	4.2.13 Generic Requirements	24	The solution should adhere to the security policies set up by Trust.	Please provide details about the security policies.	Kindly consider MIETY guidelines prescribed for BFSI sector currently; These guidelines are subject to change and bidder needs to adhere to the government compliances in force from time to time
59	4.2.13 Generic Requirements	24	The said number and processes to be automated is indicative only which may vary as per actual requirement of the Trust. The Trust reserves the right to modify / delete/introduce new processes in the list before implementation.	Request CGTMSE to undertake extra processes through change request process.	No Change
60	4.2.13 Generic Requirements	24	The entire source code, data structures, related IPRs generated directly or indirectly through this project shall be solely owned by Trust.	We understand for Commercial Off the Shelf (COTS) products, only the source code of customized code will be owned by the trust. Please confirm.	No Change

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61	4.2.13 Generic Requirements	24	Regular audit, test reports including penetration testing, vulnerability assessment etc needs to be undertaken at regular interval of every six month and to be submitted to trust as and when required.	We understand that VAPT/Audit test would be carried out by CGTMSE, bidder needs to rectify for any observations basis the tests conducted. Please confirm.	All security tests which may be required by the trust, needs to be carried out by a reputed 3rd party Cert in empaneled security testing company (This 3rd party company to be selected by mutual consent of both parties) and the costs related to these testing needs to be borne by Bidder.
62	4.2.13 Generic Requirements	25	All security tests as mentioned above and additional test which may be required by the trust, needs to be carried out by a reputed 3rd party security testing company (This 3rd party company to be selected by mutual consent of both parties) and the costs related to these testing needs to be borne by Bidder.	Please specify the line item in commercial template where this needs to be included.	It requires to be added in yearly maintenance cost - "X1"
63	4.3 Technical Requirements	25	1. Licenses for middleware, development tools etc. will also be arranged by the bidder, at bidder's cost, on cloud model.	Please specify the cloud model to be provided by CGTMSE. Is bidder expected to provide OS and DB licenses?	Please refer to Clause No.4.4 of RfP
64	4.3 Technical Requirements	25	2. All such responsibilities regarding this will be lying on the bidder and CGTMSE will only deal with the bidder. Bidder shall be liable for any loss to CGTMSE due to data loss, data security lapse etc and shall be indemnifying the trust for the same.	We understand that cloud infrastructure arrangement would be done by CGTMSE? Please confirm.	Cloud infrastructure shall be provided by CGTMSE
65	4.3 Technical Requirements	26	7. Trainings on the software has to be provided to the internal users as per requirement of CGTMSE. Bidder will deliver training content in digital form.	Please specify- a. Number of users to be trained/ Number of batches b. Location of the training c. Type of training to be provided	a. 40 users in a single batch. b. Mumbai Location. c. For internal user, it shall be in person training
66	4.3 Technical Requirements	26	8. During the warranty/AMC period, the Bidder will have to provide the On-Site Post Implementation Support and other Technical support for the software and any system software supplied.	Please specify- a. Location of onsite resource b. Working hours c. Whether desktop/laptop would be provided by trust? d. Number of shifts for onsite resources	a. Mumbai location at present; b. 8 hours for 24 working days in a month; however, the resources may be called additionally as per work requirement c. laptop / desktopm to be provided by trust; d. one shift per day
67	4.3 Technical Requirements	26	11. The selected / shortlisted bidder has to coordinate with the cloud vendor for establishing Data Center (DC) and Disaster Recovery (DR) sites as per the Trust's, RBI and competent authority's direction / guidelines / requirement from time to time.	Will CGTMSE take care of cloud services/vendor? Please confirm.	Please Refer RfP clause no. 4.3
68	4.3 Technical Requirements	26	12. Data Migration – Bidder has to arrange for migration of data from the current environment to the new solution/ database. Knowledge of data structure of the current/existing guarantee system /database will be transferred to the selected bidder and it will be the responsibility of the bidder to convert/massage/cleanse etc., but not limited to, the data as per new requirement.	Please specify the size and format of data to be migrated. We understand that CGTMSE's existing vendor will cordinate during the entire migration activity.	the size of data is around 1 TB. The existing vendor shall support, however entire responsibility to transfer the data shall rely on bidder
69	4.4 Licenses: OS, Database, Middleware etc.	28	MySQL would be the preferred database for developing GMS. All the upgrades and support related licenses as and when required from time to time during project tenure must be provided by bidder.	Please specify why MySQL is preferable? Will CGTMSE provide the license? Can bidder provide other open source database licenses with support?	No change
70	4.8 Severity, Priority and SLAs	30	For the purpose of monitoring the SLAs in the RfP, the bidder shall provide Incidents and SLA management tool for recording all incidents regarding applications.	Please include separate line item in the commercial bid for the tools. Is CGTMSE fine with using open source tools?	All the additional tool costs (whether open source or not) needs to be factored in the TCO sheet and mentioned in "X1"; In case of open source tools, bidder needs to provide maintenance and support for those tools during the entire contract tenure

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71	4.8.5 LD	33	If there is delay in execution of the work in accordance with the timelines as mentioned in timeline table under Clause 6 and terms of this contract, the liquidity damages may be levied (at its discretion) by CGTMSE.. - Penalty of 1% of respective phase value per week of delay, in every phase shall be levied - Penalty of 1% of the contract value per week of delay, subject to maximum of 10% of contract value...	We recommend for LD cap of 10% of B (Cost mentioned in commercial bid)	No Change
72	4.8.4	33	However, the total amount of all the penalties during a quarter will be capped at 10% of the yearly payment	We propose the total cap as "However, the total amount of all the penalties during a quarter will be capped at 10% of the quarterly payment"	No Change
73	4.8.4	33	Penalty of 1% of respective phase value per week of delay, in every phase shall be levied. There are 7 phases mentioned in the table till "go live" in Clause 6 and the payment schedule has been provided in clause 9.7 of this RfP; 1-week delay with respect to each phase, shall invite a penalty of 1% of that phase value. For e.g. the project cost is Rs.100, the phase 1 has 2% payment scheduled for the scheduled work to be completed in 30 days from PO. Now if there is a delay of 1 week over 30 days, there shall be a penalty of .02% (1% of the phase having 2% of project value) of the project value which shall be levied on bidder. Penalty of 1% of the contract value per week of delay, subject to maximum of 10% of contract value.	We propose that aggregate delay penalty is capped at 10% of the value of the respective phase.	No Change
74	4.8.4	33	Penalty of 1% of respective phase value per week of delay, in every phase shall be levied. There are 7 phases mentioned in the table till "go live" in Clause 6 and the payment schedule has been provided in clause 9.7 of this RfP; 1-week delay with respect to each phase, shall invite a penalty of 1% of that phase value. For e.g. the project cost is Rs.100, the phase 1 has 2% payment scheduled for the scheduled work to be completed in 30 days from PO. Now if there is a delay of 1 week over 30 days, there shall be a penalty of .02% (1% of the phase having 2% of project value) of the project value which shall be levied on bidder. Penalty of 1% of the contract value per week of delay, subject to maximum of 10% of contract value.	We propose deletion of this clause as LD for delay is already mentioned in te previous clause - "Penalty of 1% of respective phase value per week of delay, in every phase shall be levied. There are 7 phases mentioned in the table till "go live" in Clause 6 and the payment schedule has been provided in clause 9.7 of this RfP; 1-week delay with respect to each phase, shall invite a penalty of 1% of that phase value. For e.g. the project cost is Rs.100, the phase 1 has 2% payment scheduled for the scheduled work to be completed in 30 days from PO. Now if there is a delay of 1 week over 30 days, there shall be a penalty of .02% (1% of the phase having 2% of project value) of the project value which shall be levied on bidder." and hence this clause will lead to double penalty for the same delay which is not the intention.	No Change
75	4.8.4	33	Any delay from CGTMSE shall not be considered as reason for exemption from penalties; however, CGTMSE at its sole discretion may consider genuine delays from Trust's end, as may deem fit by CGTMSE, can exempt from levying penalty at its sole discretion	We understand that bidder will be excused for delays attributable to CGTMSE and the Trust.	Please refer RfP
76	4.8.4 SLA	34	The total amount of all the penalties during a quarter will be capped at 10% of the yearly payment.	Please amend this clause as below: Total amount of all penalties for a year will be capped to 10% of yearly payment which can be adjusted in subsequent year AMC	No Change
77	5. Change Management	34	A person month will comprise of 24 working days to arrive at person-day rate for broken periods less than a month. The rates are inclusive of out-of-pocket allowance, travel etc.	We recommend for 22 days as working days	No Change
78	Tenure	35	Trust may extend the project tenure by one more year (i.e. 6th year from going live) at its own discretion, keeping the same rate, terms and conditions of this RfP; bidder agrees to provide service at the same rate and same terms and conditions for extended one more year, in case the Trust demands so	This proposal is for 5 years (AMC & Support) from Go-Live & Signoff. Any extension will require a re-negotiation.	No Change
79	6	35	Trust may extend the project tenure by one more year (i.e. 6th year from going live) at its own discretion, keeping the same rate, terms and conditions of this RfP; bidder agrees to provide service at the same rate and same terms and conditions for extended one more year, in case the Trust demands so.	We propose that any extension of the contract will be as per mutually agreed terms and commercials.	No Change
80	8.1 Evaluation Process	37	Stage III – Bidder selection basis lowest bid: In this stage, commercial bids would be evaluated for the bidders for which the eligible technical bids have received the minimum threshold scores. The Trust will then select the bid with the lowest commercial.	We request CGTMSE to modify the criteria to techno-commercial (70% Technical, 30% Commercial) instead of lowest commercial. This will assist in choosing quality bidders for the project.	No Change
81	8.2 Stage I of Evaluation of compliance to Eligibility criteria	40	10. The Bidder should be in compliance with the regulatory requirement, as applicable to them.	Please specify what regulatory requirements are expected to be complied.	Kindly refer to revert of query no.58

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82	8.3 Stage II – Evaluation of Technical Bids and Presentations	41	Number of Loan Processing System / Loan Management System / Guarantee Management System / Insurance Management System developed to facilitate loan approvals in automated manner in BFSI sector along with maintenance	We request CGTMSE to modify the criteria to experience in implementing workflows/ rule engines in BFSI and govt. sector by Bidder/OEM.	No change
83	8.3 Stage II – Evaluation of Technical Bids and Presentations	41	Project completion certificate with clearly mentioning the project amount	We request CGTMSE to remove project amount since the project values are under NDA with the customer.	Bidder may submit a self-declaration on bidder's letter head indicating the project amount and concurrent users as per the requirement stated in clause 8.3 - Technical evaluation (sub-clause 1(1.1))
84	8.3 Stage II – Evaluation of Technical Bids and Presentations	41	BFSI Client testimonials certifying that bidder has executed and implemented the project of this scope and size(in terms of quantum of amount matching this project); Additionally a Site visit may be taken by CGTMSE at its discretion, if required (Bidders, at their cost, will arrange for site visit for any one of the projects cited in technical bid against point 1.1 above in this table); only GMS related project scope testimonials shall be considered.	We request CGTMSE to remove GMS experience since same name is not used by different customers. Please consider workflow/rule engine related use cases for the same.	Instead of "only GMS related project scope testimonials shall be considered", Bidder may consider the following inclusions viz. "Number of Loan Processing System / Loan Management System / Guarantee Management System / Insurance Management System in automated manner in BFSI sector along with maintenance"
85	9. Terms and Conditions 9.1 General	45	9.1.19 Bidder is also required to submit a softcopy of the bid-documents (in MS Office formats) along with the hardcopies.	Please confirm whether PDF of bid-documents will be fine?	Yes Pdf shall be fine; however, we request to submit the commercial sheet in .xls or .xlsx format
86	9.4.12	50	If any services, functions or responsibilities not specifically described in this RfP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RfP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RfP and shall be provided by the bidder at no additional cost to the Trust.	The scope of work will be as per BOQ & SOW agreed by the parties. If any new or additional services are required, the scope and commercials will be discussed and agreed through change request process.	No Change
87	Performance Bank Guarantee (PBG)	53	9.6.12 Notwithstanding anything to the contrary contained in the contract, CGTMSE shall be at liberty to invoke the Performance Bank Guarantee without notice or right of demur to the Bidder in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.	We request to allow 30 days cure period before revoking the PBG	No Change
88	9.6.9	53	The performance guarantee should be valid till three months period beyond the expiry of the contract period and should have claim period of three months beyond the PBG validity period.	We understand that PBG will be for the term of the contract and will have a claim period of three months beyond the PBG validity period.	No Change
89	9.7 Payment Terms	54	Post Go-live and acceptance of the whole solution and application support : 5 % In 4 equal quarterly instalments at the end of every quarter after adjusting penalty, if any, i.e. 20% payable across one year post going live	We recommend to change the milestone payment as below: Phase I : 5% Phase II : 5% Phase III : 60% Phase IV : 10% Phase V : 5% Phase VI : 5% Phase VII : 10%	No change
90	9.7 Payment Terms	54	NA	We request you to confirm that all the payment will be made within 30 days from the date of invoice.	Payment shall be made in 30 days from the date of CGTMSE's Acceptance as mentioned in RfP Clause 9.7.4

Sr. No.	Clause Name	Page no.	Clause Description	Query / Suggestion / Clarification	CGTMSE Response
91	9.7	54	Payment terms	We understand that each invoice will be paid within 30 days of the invoice date.	Payment shall be made in 30 days from the date of CGTMSE's Acceptance as per payment schedule and other services; Additionally kindly refer to RfP Clause 9.7.4
92	9.7 Payment Terms	55	The payment amount mentioned in "X1" shall be made from 2nd year onwards on end quarterly basis (Post satisfactory service delivery and completion of that quarter) after adjusting penalties, if any.	We request to change payment terms for X1 to yearly advance payment	No Change
93	9.10 Ownership of source code	56	9.10.3 All the licenses of related H/w, S/W, middleware etc. for development and implementation of GMS, but not limited to, required and utilized for development and managing GMS may be procured at bidder's name during the term of this project, at their cost.	As per standard norms, licenses are procured in the name of customer in this case CGTMSE. Can you please confirm whether CGTMSE still requires it in the name of bidder?	The arrangement where in the procurement can be in name of Trust directly may be done at cost of bidder; however, in case this arrangement is not possible, bidder may procure the license in their name stating the purpose of its usage for CGTMSE at bidder's cost. In any arrangement, CGTMSE should not be having any liability from any of the arrangement
94	9.11.2	56	However, in the event of Service Provider becoming bankrupt or insolvent, CGTMSE shall not be liable to make any payments whatsoever.	We understand in event of termination, bidder will be paid till effective date of termination.	No Change
95	9.10	56	Ownership of source code	We understand that the ownership of the source code for the base software will be with the OEM software licensor and the customer will only get a license for the software. The customization and configuration that is specifically carried out for the customer based on its project requirements will be owned by the customer.	No Change. Here the complete ownership of source code shall be with Trust
96	9.19.1	60	Save and except the liability under Section of 'IPR Infringement' and/ or 'Indemnity' provisions in this RfP, 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/ misuse 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.	We submit that there is a drafting error as IPR infringement should be an exception to the overall liability cap. Hence we propose modification of this clause as follows:- "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/ misuse 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. Save and except the liability under Section of 'IPR Infringement' and/ or 'Indemnity' provisions in this RfP, the aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value."	No Change
97	9.20 9.21	60	Right to visit Audit	We understand that audits/visits will be conducted during normal business hours and the same will be carried out without any disruption to the delivery of services.	Yes
98	7	102	Fall Clause	We submit that there is no time reference for comparison of price and compliance. We understand that the compliance will be checked for the last one (1) year.	Yes
99	7	102	Fall Clause	We understand that comparison will be made for the same Guarantee Management System solution that is offered to any other Ministry/Department of the Government of India or PSU.	Kindly refer to clause no.7.1 of RfP
100	Optional Man-month rates Terms and Conditions	-	2. These rates shall hold true throughout the project tenure plus extended period, if so and as may be required by the trust	We request CGTMSE to consider the rates at a mutually discussed and agreed cost post contract period since there are many factors affecting the overall cost of the resource.	No Change
101	Final TCO Sheet Note:	-	3) Bidder needs to complete the change request as given by trust. For requirement of major change management, if any, in future, the bidder needs to deploy the manpower/resource as the need may be, at the given above contracted rate, to the trust. However, for maintenance of GMS solution/application delivered by bidder, there shall be no additional resource contracted and the bidder needs to maintain the solution for the project tenure in the cost mentioned above by X1.	We understand that support/maintenance of the solution can be done remotely. Please confirm.	No Change
102	-	-	-	Bidder will have a right to terminate the contract for cause if customer fails to pay an invoice and fails to cure the same within 30 days of receipt of a written notice for cure.	Not acceptable

Sr. No.	Clause Name	Page no.	Clause Description	Query / Suggestion / Clarification	CGTMSE Response
103	4.2.13 4.3(6)	24 26	<p>Any upcoming compliance requirement from data security perspective needs to be completely adhered by and implemented by bidder in the same bid price submitted by the bidder. For any major deviation at policy level (Whether major or not shall be decided by Trust at their sole discretion), commercials may be mutually agreed upon for such compliance implementation.</p> <p>The Bidder shall also provide for all subsequent changes as are statutory in nature and prescribed by regulatory bodies from time to time.</p>	<p>We submit that the technical and commercial impact of any change to the mutually agreed scope will be discussed and agreed through change request process.</p>	No Change
104	4.2.13 9.18	25 37	<p>All the middleware licenses, development tools etc., but not limited to, used partly or fully by the bidder shall be licensed and the delivered system shall contain all the future license permission usage as well. 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 Trust and its employees/ officers/ resource/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Trust will give notice of any such claim or demand of liability within reasonable time to the bidder. All such yearly costs of procuring licenses for that middleware, development tools etc., but not limited to, needs to be procured by bidder and the same needs to be factored in the bid amount submitted by the bidder in response to this RfP.</p>	<p>We submit that the use and IPR indemnity for third party branded OEM software will be as per end-user license agreement between OEM software licensor and the end-user</p>	No Change
105	9.6.12	53 53-54	<p>Notwithstanding anything to the contrary contained in the contract, CGTMSE shall be at liberty to invoke the Performance Bank Guarantee without notice or right of demur to the Bidder in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.</p> <p>The Trust shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Trust's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.</p> <p>In the event of non-performance of obligation or failure to meet terms of this RFP/Contract, the Trust shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.</p>	<p>We understand that a written notice and a cure period of 30 days will be provided prior to PBG invocation.</p>	No Change
106	4.3	25	<p>The date of software warranty/AMC will start from the date of acceptance and/or "Go-Live", whichever is later, and will continue for a period of five (5) years. Trust may extend the project tenure by one more year at its own discretion, keeping the same rate, terms and conditions of this RfP; bidder agrees to provide service at the same rate and same terms and conditions for extended one more year, in case the Trust demands so. During the warranty/AMC period, the Bidder will have to provide the On-Site Post Implementation Support and other Technical support for the software and any system software supplied.</p> <p>During the warranty/AMC period, the bidder should provide update/upgrade of the software being used to build the proposed solution (GMS) and also implement the same</p>	<p>In banking, we usually provide AMC after 90 days of warranty period is over. Please clarify on the applicability of AMC.</p> <p>Please refer the second para, generally we do not provide any upgrade for free of cost. Will extra cost imposed for upgrade?</p>	<p>Here the period of AMC is for 1 year from going live and all costs for maintaining the same needs to be included in "B"</p> <p>For any extra cost for upgrade, bidder needs to factor the same into "X1" of commercial sheet</p>

Sr. No.	Clause Name	Page no.	Clause Description	Query / Suggestion / Clarification	CGTMSE Response
107	9.8	56	9.8.1 CGTMSE shall reserve the right to terminate the contract by giving 30 days' notice to the Service Provider, in the event of one or more of the following situations: i. Shortfall in achieving required Service Levels successively in two months. ii. Bidder [Service Provider] fails to perform any other obligation(s) under the contract. iii. Any threat is perceived or observed on the security of Trust's data/ application/ IT Infrastructure/ property out of any action by the on-site/ off-site staff associated with the delivery of services as per SOW. iv. Bidder fails to rectify a default or given situation within a remedy period of 30 days given by the Trust. Trust will provide in writing the nature of the default/ situation to the vendor through a letter or mail correspondence. The 30 days' time period will commence from the day the Trust has sent such correspondence to the Vendor. v. In the event of service provider becoming bankrupt or otherwise insolvent, CGTMSE may terminate the contract by giving even a short notice of less than 30 days and termination will be without any compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Trust	Generally, we also retain termination rights with us. Requesting client to make this clause mutual.	No Change
108	9.1	56	9.10.1 Source code of the entire proposed GMS solution, being built under the scope of this RFP will be owned by CGTMSE. Bidder will handover the entire set of source code, developed so far, as and when demanded by CGTMSE. If required, Trust may ask for the partly developed source code.	If we are providing our own product, this clause will be detrimental to bidder's interest. Please remove this clause or Can this source code be kept with escrow arrangement instead of sharing the source code	No Change
109	9.23	61	The Vendor shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of services. Remittance of all such charges collected from CGTMSE and meant to be deposited with appropriate Govt. authorities, shall be the sole responsibility of the vendor.	Please clarify, as to who will bear VAT?	Please refer to Commercial bid format
110	9.27	63	The Bidder/ successful bidder shall indemnify the Trust, and shall always keep indemnified and hold the Trust, its employees, personnel, officers, directors, on contract personnel, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Trust as a result of:	We do not indemnify for indirect damages, requesting client to remove this term.	No Change
111	9.28	65	The Bidder shall not enter into any arrangements or agreements or transaction(s) whatsoever, with any third party for development of similar kind of portal using proprietary rights of CGTMSE and confidential information and trade secrets which it may become privy during the course of the project	We cannot accept such Non compete clause, as this will be revenue loss for bidder.	No Change
112	1.1	7	Bid submission date is 14th Feb 2020	We would like to request for 28th Feb 2020 as bid submission date	The revised date, if any shall be published on "www.cgtmse.in"
113	8.2	40	The bidder should be having CMMI Level 5 and above	We would like to request that CMM Level 3 companies be allowed to participate in this RFP	No Change
114	8.2	41	Number of Loan Processing System / Loan Management System / Guarantee Management System / Insurance Management System developed to facilitate loan approvals in automated manner in BFSI sector along with maintenance (for each project: 1 citation (successfully completed and in operations for last 12 months) =5 marks; with total capping at 20 marks) Note: Only completed project with minimum three year s o f s u c c e s s f u l i m p l e m e n t a t i o n p o s t g o - l i v e , h a v i n g m i n i m u m 1000 concurrent users and the implemented solution must be containing the workflow and rule engines. Project having size in terms of project cost with minimum Rs. 3 Crores of value, will be considered for evaluation	We can share the citation of our product implementations. We can share masked PO . Sharing PO amount may not be possible. Also, we request to consider the minimum project value to be considered to be reduced to 1 Cr	Kindly refer response to query no.83 Value of the project required - No Change