



**प्रस्ताव के लिए अनुरोध -
गारंटी प्रबंध प्रणाली का कार्यान्वयन**

**Request for Proposal -
Implementation of
Guarantee Management System**

Credit Guarantee Fund Trust for Micro and Small Enterprises
6th Floor, G- Block, Swavalamban Bhavan,
Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

(RfP No.28/CGTMSE/2019-20 dated May 06, 2019)

Disclaimer

This RfP document is not an agreement and is not an offer or invitation by Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) to any parties other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this RfP is to provide the prospective bidder(s) with information to assist the formulation of their proposals. This RfP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP and where necessary obtain independent advice. CGTMSE makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP. CGTMSE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RfP.

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1. Introduction and Disclaimers

This Request for Proposal document (“RfP document” or “RfP”) has been prepared solely for the purpose of enabling CGTMSE to select a suitable Bidder for providing software development services for “Implementation of Guarantee Management System (GMS)”.

The RfP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services.

The provision of the products and services is subject to observance of selection process and appropriate documentation being agreed between *Credit Guarantee Fund Trust for Micro and Small Enterprises, hereinafter referred to as “CGTMSE”* or “Trust” and any successful bidder as identified by the ‘Trust’ after completion of the evaluation process.

The tender methodology being followed is under three bid system viz. **1) Pre-qualification / Eligibility Criteria; 2) Technical Bid; and 3) Commercial bid.**

1.1 Critical Information and Timelines

The Bidder(s) should note the following timelines to help them adhere to the same.

Table 1: Important Dates

1	Last date and time for receipt of written queries for clarification from bidders	May 14, 2019 (03.00 pm)
2	Pre-Bid Meeting	May 15, 2019 (03.00 pm)
3	Last Date and Time for Bid Submission	May 31, 2019 (03.30 pm)
4	Date and Time of Technical Bid Opening	May 31, 2019 (04.30 pm)
5	Place of opening of Bids	Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), 6th Floor, Swavalamban Bhavan, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.
6	Address for communication (Trust)	The Dy. General Manager, Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), 6th Floor, Swavalamban Bhavan, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051.
7	Tender Cost	₹5,000/- (Rupees five thousand only) Tender Cost should be enclosed with the Technical Bid

8	Earnest Money Deposit	₹10,50,000/- (Rupees ten lakh fifty thousand only) in the form of Demand Draft / Bank Guarantee in favour of CGTMSE payable at Mumbai. EMD should be enclosed with Technical Bid.
9	Bidder Contact Details	Bidder to provide following information: 1.Name of the Company 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax Number 5. Mobile Number 6. E-mail
10	Date of Commercial Bid Opening	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representatives of Bidder to be present during opening of <u>Commercial Bid</u> .
11	CGTMSE – Contact Details	Promod Bakshi, DGM 022 67531313 pbakshi@cgtmse.in Asish Topdar, DGM (IT Vertical) 022 67531244 atopdar@cgtmse.in Anburaj C, AGM 022 67531189 anburajc@cgtmse.in

1.2 For Respondents Only

1.2.1 The RfP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) i.e. Government Organization/PSU/ Limited Company or a Partnership Firm / LLP and no other person or organization.

1.3 Confidentiality

1.3.1 The RfP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RfP document is provided to the Recipient on the basis of undertaking of confidentiality given by the Recipient to Trust. Trust may update or revise the RfP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RfP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Trust

or any of its customers or suppliers without the prior written consent of Trust.

1.4 Costs to be borne by Respondents

1.4.1 All costs and expenses incurred by respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by CGTMSE, will be borne entirely and exclusively by the Respondent.

1.5 No Legal Relationship

1.5.1 No binding legal relationship will exist between any of the Respondents and CGTMSE until execution of a contractual agreement.

1.6 Recipient Obligation to Inform Itself

1.6.1 The Recipient must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

1.7 Evaluation of Offers

1.7.1 Each Recipient acknowledges and accepts that CGTMSE may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RfP document.

1.7.2 The issuance of RfP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RfP document that it has not relied on any idea, information, statement, representation, or warranty given in this RfP.

1.8 Acceptance of Selection Process

1.8.1 Each Recipient / Respondent having responded to this RfP acknowledges having read, understood and accepts the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent

to submission of its responses to this RfP.

1.9 Errors and Omissions

1.9.1 Each Recipient should notify the Trust of any error, omission, or discrepancy found in this RfP document **but not later than 10 (ten) working days** prior to the due date for submission of bids.

1.10 Acceptance of Terms

1.10.1A Recipient will, by responding to the Trust for RfP, be deemed to have accepted the terms of this Introduction and Disclaimer.

1.11 Request for Proposal

1.11.1 Recipients are required to direct all communications related to this RfP, through the officials whose contact details are provided in the Critical Information Summary sheet.

1.11.2 CGTMSE may, in its absolute discretion, seek additional information or material from any of the Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.

1.11.3 Respondents should provide details of their contact person, telephone, email and full address(s) to ensure that replies to RfP could be conveyed promptly.

1.11.4 If CGTMSE, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then CGTMSE reserves the right to communicate such response to all Respondents.

1.11.5 CGTMSE may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

1.12 Notification

1.12.1 CGTMSE will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP. CGTMSE is not obliged to provide any reasons for any such acceptance or rejection.

2. Project Overview

CGTMSE was set up in 2000 by Ministry of Micro, Small and Medium Enterprises, Government of India (GoI) and SIDBI to facilitate credit guarantee support to collateral free / third-party guarantee-free loans to the Micro and Small enterprises, who are generally considered to be a high risk lending, especially in the absence of collateral. It facilitates access to finance for un-served and under-served geographies, making availability of finance from conventional lenders to new generation entrepreneurs and under privileged, who lack supporting their loan proposal with collateral security and/or third party guarantee.

CGTMSE introduced the Credit Guarantee Scheme (CGS) for Micro and Small Enterprises (MSEs) which guarantees credit facilities up to INR 200 lakh on digital platform, extended by Member Lending Institutions (MLIs) to those MSE loans, which are not backed by collateral security and / or third-party guarantees. The main objective of the scheme is that lender should give importance to project viability and secure the credit facility purely on the primary security of the assets financed. The other objective is that lender availing guarantee facility should endeavour to give composite credit (term loan and working capital facilities from single agency) to the borrowers.

In order to cover large number of MSEs and improve the ease of delivery, there have been continuous modifications in the product line of CGTMSE. CGTMSE has also introduced some structural changes in the current guarantee schemes, which would make the scheme more attractive to the MLIs and would enable increased credit flow to the MSE Sector.

CGTMSE has grown significantly in its 18 years of existence both in terms of volumes of guarantees extended as well as coverage. The trust expects to grow even further given the size of MSE sector in country. Under this context, trust wants to have operational effectiveness to handle the current as well as anticipated future scale of operations in cost effective manner. In this connection, a BPR exercise of the entire operations of CGTMSE was carried out and for implementing the recommendations, this RfP for implementation of Guarantee Management System (GMS)" is being issued. This will also include development and implementation of NBFC module.

In the context of bringing in efficiencies in the operational process being followed, Trust intends to implement Business Process management tools such as workflow, information capturing screens and portals, API connectivity of IT operations and document management system solutions for select processes.

Trust is evaluating vendors which would enable us to automate multiple set of processes spanning over various fields of Trust operations. Trust is looking for interventions across the service value chain with system capability to automate end to end processes, inherent logic handling mechanism with exception handling. With significant increase in volumes of transaction and our constant endeavour to

deliver customer delight by reducing turnaround time, minimizing errors and optimizing costs and benefits, we look forward to further strengthening this key function through incorporating process automation wherever possible.

Proposals are invited from vendors for procurement and implementation of GMS. This proposed system is expected to take care of the entire guarantee operations of the Trust, investments, etc. The bidder or the consortium partner should have experience in development of Loan Management System (LMS) / Loan Processing System (LPS) and system integration. This Request for Proposal document ("RfP document" or "RfP" or "RFP") has been prepared solely for the purpose of enabling the CGTMSE, referred as the "Trust" hereafter, to shortlist suitable vendor for development and implementation of GMS as per the scope of the project. Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions given in Annexures attached.

3. RfP Terminology

Some terms have been used in the document interchangeably for the meaning as mentioned below :

- 'CGTMSE' & 'Trust' means 'Credit Guarantee Fund Trust for Micro and Small Enterprises'
- 'GMS' means 'Guarantee Management System'
- 'Prime Bidder' or 'Bidder' or 'Vendor' or 'System Integrator' or 'SI' means the respondent to the RFP document who will be the entity responsible for the complete delivery of Solution and Services as scoped in this RFP.
- 'RFP' means the Request for Proposal, inclusive of any clarifications/corrigenda/addenda that may be issued by the Trust.
- 'Bid' may be interchangeably referred to as 'Offer'.
- Bidder, CGTMSE shall be individually referred to as 'Party' and collectively as 'Parties'.
- 'Borrowers' are the aspirants requesting for loans (MSEs or such other category of borrowers as CGTMSE at its discretion may specify)
- 'MLIs' are the Member Lending Institutions of CGTMSE i.e. Banks, Financial Institutions, Small Finance Banks, RRBs, NBFCs, etc.
- 'Lenders' are the organizations which provide loans including Banks and NBFCs which will be MLIs
- 'Facilitators' are the organizations which provide supporting data for Lenders and Borrowers, Data Providers, Credit Rating Agencies, Handholding agencies, etc.
- 'Buyer' here refers to CGTMSE who has released this RFP for "Implementation of Guarantee Management System" which would be used by MLIs / CGTMSE.
- 'Portal' refers to CGTMSE portal
- 'DBMS' is Database Management System

4. Scope of Work and Deliverables

4.1 Objective

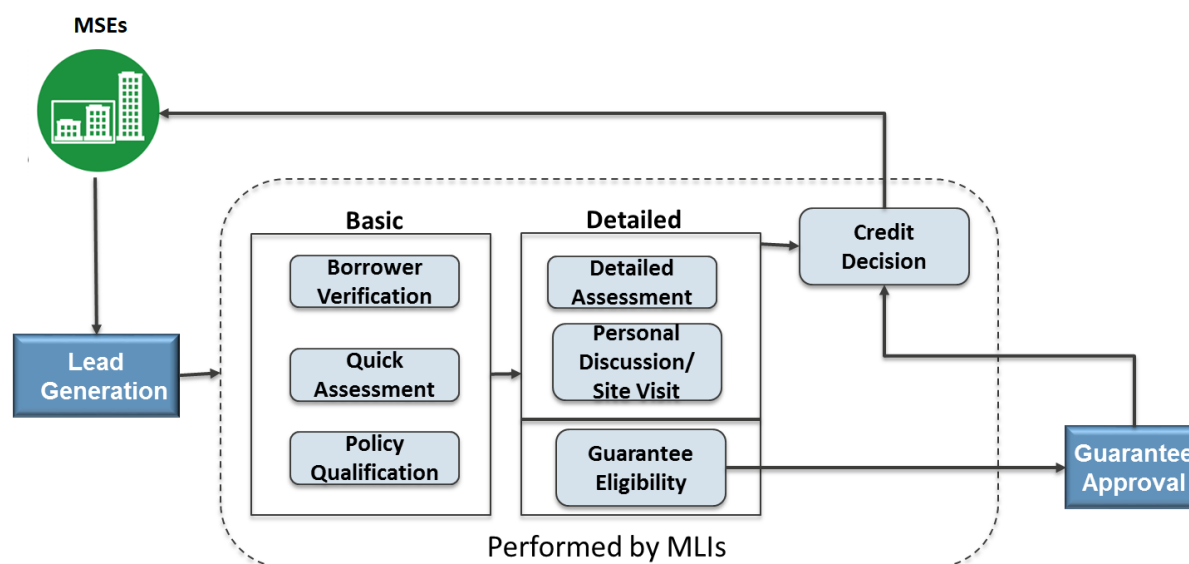
Generally, MSMEs suffer from financial and non-financial gaps. As per 4th census, only 7% of Small and Medium Enterprises (SMEs) use financing from institutional and non-institutional sources. Different estimates put forth that there is a gap of around ₹17 lakh crore between demand and supply of funds by Micro, Small and Medium Enterprises (MSMEs). Micro enterprises (MEs) and those converting or scaling from unorganised micro finance domain to ME domain as also certain sectors/geographies/segments remain unserved or underserved. They look for composite loan, cash flow based funding, collateral free support and so on. The current lending model of banks heavily rely on presence of acceptable collateral. The market for unsecured lending exists but the lending rates are significantly higher for the same to price in the risk.

This existing structure of lending poses a huge challenge to large section of Micro and Small Enterprises (MSEs) who have viable business model but do not have sufficient collateral to secure debt required for either meeting working capital requirements or financing new projects for growth. To service this gap multiple guarantee schemes are run by GoI and CGTMSE being a prominent guarantee provider amongst it.

CGTMSE acts as provider of credit insurer for the eligible MSE loans and thereby facilitating the flow of credit of the entrepreneurs whose debt requirements were not being met. Trust runs its scheme with primary focus on development of debt market for MSEs. In order to bring more user-friendly environment to the users, improving the TAT and as trust wants to have operational effectiveness to handle the current as well as anticipated future scale of operations in cost effective manner, a BPR exercise of the entire operations of CGTMSE was carried out and for implementing the recommendations, this RfP for implementation of Guarantee Management System (GMS)" as per the following scope is being issued.

4.2 Scope of Work

Following diagram presents the current method of MLIs operations for guaranteed loans.



Existing Process Flow of Guaranteed loans origination

In the current setup, MLIs gain leads from various channels, perform their appraisal and if guarantee is needed, contact Trust for guarantee approval and process loan. As part of the overall operations of the Trust can be divided into following broad segments:

4.2.1 Registration of Member Lending Institutions

- MLIs desirous to avail the benefit of the Scheme are required to register with the Trust. MLI eligibility criteria for on-boarding depends on MLI type viz. Banks, SFBs, RRBs etc.
 - Develop workflow mechanism for on-boarding the various types of MLIs based on the eligibility criteria
 - Enabling MLIs to upload requisite documents in the system etc.

4.2.2 Guarantee Initiation and approval

- The process starts with guarantee initiated for a specific contract/loan by MLI on the system and process completes when guarantee is approved by Trust and becomes active. As part of the automation process bidder is expected to:
 - Develop automated approval mechanism based on pre-defined rules
 - Develop workflow mechanism for guarantee approval process as per defined SOP

- Generate auto triggers and an escalation mechanism if the approval is not done within defined service level
- Enhance the existing user interface to improve usability and operational efficiency
- Proposed solution should have API configurability for ease of flow of information across different systems and MLIs

4.2.3 Guarantee Revival Process

- This process covers revival of guarantee wherein the MLI has to pay for Annual Guarantee Fee and wants to restart the guarantee (for lapsed guarantee due to non-payment of fee). The revival is done subject to a few conditions which is checked by the Trust. As part of the automation process bidder is expected to:
 - Develop automated approval mechanism for revivals based on pre-defined rules
 - Develop workflow mechanism for claims approval process as per defined SOP
 - Generate auto triggers and an escalation mechanism if revival has not been done for accounts and send it to MLIs
 - Automatic flow of data from other modules / systems to be ensured

4.2.4 Claims Processes (Claims and settlement process)

- This process covers the activity of claim realization to the MLI post NPA. As part of the automation process bidder is expected to:
 - Develop a module for marking of NPA in the GMS by MLIs
 - Develop automated approval mechanism for claims based on pre-defined rules
 - Develop workflow mechanism for claims approval process as per defined SOP
 - Generate auto triggers and an escalation mechanism if claim lodging has not been done for accounts marked as NPA
 - Integrate with other systems of Trust / MLIs to get the required NPA information
 - Proposed solution should have API configurability for ease of flow of information across different systems and MLIs
 - Generate settlement report and mailing it to specified user
 - Integrate with recovery module to assess the recoveries made and generate the final settlement report for claim settlement
 - Automatic flow of data from other modules / systems to be ensured

4.2.5 Recovery Process

- Recovery includes recovery gained from defaulted loan applicant by MLIs and those obtained via inspection visits which are settled against the

claims made. As part of the automation process, bidder is expected to:

- Develop a module for MLIs to enter the required information regarding claims and upload the associated documents.
- Develop workflow mechanism for recovery process as per defined SOP
- Proposed solution should have API configurability for ease of flow of information across different systems and MLIs
- Enable automated reconciliation of recovery to ensure faster settlement of claims
- Automatic flow of data from other modules / systems to be ensured

4.2.6 Collection Processes

- Collection refers to cash flow from MLIs to CGTMSE which includes Guarantee fee, annual guarantee / service fee, revival fee etc. As part of the automation process bidder is expected to:
 - Include system based checks for several parameters mentioned in current process to auto return the case based on the defined rules
 - Develop workflow mechanism for revival cases not approved directly as per defined SOP
 - Integrate two way integration with other systems of Trust
 - Proposed solution should have API configurability for ease of flow of information across different systems and MLIs
 - Ensure MLIs are send reminder mails to extend guarantee for cases slated for expiry

4.2.7 Inspection Process

- Inspection is an important step intended to check on the adherence of policies and process by the MLI for advances guaranteed by CGTMSE. As part of the process bidder is expected to
 - Develop a workflow based module for management of the inspection process.
 - Module is expected to notify the MLI of inspection cases through emails
 - It should have the capability to allow the MLI to upload required documents for the cases highlighted for inspection in the system
 - It should generate a closure report based on the inspection comments and that is to be shared with respective stakeholders

4.2.8 Reporting process / MIS / Compliances

- Reporting of the identified risk and operations metrics to the required stakeholders on a periodic basis. As part of the process, bidder is expected to
 - Automate the report and dashboard generation based on the identified metrics. Calculation methodologies and pre-defined frequency of report would be shared by the Trust

- Enable ad-hoc report generation for the various data points captured by the Trust

4.2.9 Generic Requirements

A brief overview of the requirement is outlined below and it is mandatory for the bidder to submit its response/compliance on the followings: a) The Bidder would be responsible for:

- Supply, Installation, commissioning, and support and maintenance with five year warranty/AMC support for solution.
- Provide tools and utilities for the process automation and implement the same in production, development and test environments.
- There should be identifiable components for building and accustoming, testing, releasing and controlling processes. There should be ability to schedule processes and runtime resources.
- Study and automate identified Processes using the tools and utilities.
- Provide documentation and user manual for the product, tools and utilities. The documentation for the processes should also be provided.
- Reporting and analytics to be provided to meet the reporting requirement of Trust
- Provide patches, updates and upgrades during the warranty/ ATS period and implement the same.
- 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.
- Provide best practice approach for process design, configuration, deployment etc.
- The solution should enable API based integration with relevant softwares being used by MLIs.
- Additionally, Bidder will integrate the proposed solution with Tally Accounting software being used by CGTMSE presently.
- Should be focused on operational efficiency, quality and cost efficiency.
- Should enable faster decisioning by hosting of complex rule based classifications
- The SME (Subject Matter Expert) should understand flowchart of processes which are required to convert into a workflow and automate it.
- Bidder has to ensure that the Project Manager deployed for this project must have experience of handling similar software development projects. Additionally, development team members must be having 2 to 3 years' experience of software development using proposed technology.
- The bidder is responsible to set up the Production, UAT (User Acceptance Test) and DR Environments.
- Bidder will be responsible to create and 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 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.
- The solution should adhere to the security policies set up by Trust.
- 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.

4.3 Hardware, Infrastructure and Technical Requirements

1. Bidder is required to arrange for cloud based hardware infrastructure to host the proposed solution. Infrastructure will include server, information security, network, storage, secured access of the solution through the internet. Licenses for OS, database, web/ application server etc. will also be arranged by the bidder on cloud model.
2. The Bidder has to offer the Infrastructure on IaaS (Infrastructure As A Service) model through a managed private cloud for hosting applications either at the Bidder's Data Centre or any third party Data Centre. However, all the responsibilities will be lying on the bidder and CGTMSE will only deal with the bidder. The bidder will be the Single Point of Contact (SPOC) for all purposes of delivery as per scope of the project.
3. Making provision for computing resources in the cloud to handle the software delivered and its implementation. There should be three environments : 1) Development & training, 2) UAT and 3) Production in the cloud to address the development, testing, production and training needs of CGTMSE.
4. Service Provider would be responsible for Disaster Recovery Services so as to ensure continuity of operations in the event of failure of primary data center to meet the RPO and RTO requirements as mentioned in section 4.4 below.
5. The production system should be configured for high availability (in line with the RPO / RTO). The proposed solution should be on multi-tier architecture and the web/app and database servers/VM should be different.
6. Data Centre (DC) and Disaster Recovery sites will be hosted in two different geographical locations. Data Centre may be hosted in Mumbai/Navi Mumbai.
7. DC or DR selected for infrastructure services must be at least of Tier-3 and situated in India. The bidder will ensure that no liability arises on account of compromised data hosted in the cloud. CGTMSE shall be indemnified from such liabilities. The entire liability of such an incidence will be with the Bidder.
8. Bidder will arrange for two (One primary and one secondary as fall-back arrangement) Internet Leased Lines (ILL) of adequate bandwidth for connectivity between CGTMSE office and DC/DR for accessing the applications.
9. Bidder has to ensure VAPT of the solution before deployment in live, as well as, anytime during project life cycle whenever there are major changes taking

place in the solution. Necessary bug fixing will also be required to be carried out based on the observations of VAPT.

10. The cost of all 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.
11. The Bidder shall also provide for all subsequent changes as are statutory in nature and prescribed by regulatory bodies from time to time.
12. 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.
13. **The date of software warranty/AMC will start from the date of acceptance of the whole solution and is fully operational in CGTMSE and will continue for a period of five (5) years.** 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. At least two technical resources will be posted on-site by the bidder for support of the applications & infrastructure, vendor coordination etc. The date of acceptance of the solution will be declared by CGTMSE after satisfying itself regarding the entire implementations and delivery.
14. The Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship.
15. During the warranty/AMC period, the System Integrator should provide update/upgrade of the off-the-shelf software being used to build the solution and also implement the same.
16. In addition, the service provider will also be responsible for Cloud Service Provisioning Requirements, Data Management, Operational Management, Cloud Network Requirement, Cloud datacenter specifications, Cloud Storage Service Requirements, Application Hosting Security, Cloud Hosting Security, Application Performance Monitoring (APM), Backup Services, Licenses of Database / Application server / Web server or any other software required for delivery of the solution, Database Support Service, and Helpdesk Support from Cloud Service Provider Managed Services.
17. The requirement for Cloud services is given at **Format T1 (GMS-RfP-Cloud Form 1.xls)** supplied along with this RfP. Bidder is expected to indicate compliance with all the requirements. Bidder has to score at least 70% from this format to qualify for technical evaluation.
18. **Data Migration** – Bidder has to arrange for migration of data from the current environment (Oracle to the new solution. Knowledge of data structure of the current solution will be transferred to the selected bidder and it will be responsibility of the bidder to convert/massage/cleanse the data as per new requirement.

4.4 Parameters and Penalty for Disaster Recovery Management

Disaster Recovery

Sl	Parameter	Target	Penalty
1.	RTO	4 hours	₹30,000/- per additional hour of delay subject to a maximum delay of 10 hours.
2.	RPO	30 minutes	₹30,000/- per additional block of 30 minutes' subject to a maximum delay of 5 hours.
3.	Live Drill of DR	To be conducted every 6 months. Successful switch over and operation of application	₹10,000/- for delay of each week, subject to a maximum of 5 weeks delay.

4.5 Solution Maintenance

Bidder is required to provide the maintenance services for the solution. Bidder will extend end-user support, management and administration services of the infrastructure throughout the contract period. Bidder will also deploy resources on-site at CGTMSE to manage all these services.

4.6 Performance Criteria

The Bidder shall provide an end-to-end, completely managed IT Solutions for the application consisting of cloud infrastructure, software development, software customization, system integration, software maintenance, system administration and Support services as defined in this RFP.

The Software solutions shall be highly scalable, high performance transaction processing and secured. The Bidder shall consider number of users as follows.

No. of concurrent users – 1000

Growth factor – 10% year-on-year

4.7 Software platform

1. Solution should be developed on web-based multitier architecture using JAVA based technology and Oracle database for the proposed project.
2. Solution must be platform responsive irrespective of any form factor e.g. mobile, tab/ipad, laptop etc.

4.8 Severity, Priority and SLAs

Service Level requirements will be necessarily managed by the Service Provider **using any tool of the service provider's choice**. Service provider will make this

information available to authorized CGTMSE personnel through on-line browsing and also through hard copy of the report as per requirement.

Service factors must be meaningful, measurable and monitored constantly. The various service levels which are liable for penalty are outlined in tables 4.8.1 and 4.8.2 besides uptime efficiency of 99.5%. The Other service level parameter relating to the RTO and RPO is indicated in 4.4.

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 and infrastructure. 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.

Service level monitoring will be performed by *the Service provider*. Reports will be produced as and when required and forwarded to CGTMSE.

Table 4.8.1 Severity of Defects

Defect Severity	Business Impact	Resolution Time
S0	Issues causing severe business impact on Data Integrity, Security, UAT, and Transaction Accuracy	60 min - quick-fix 5 working days – permanent resolution
S1	Issues causing high business impact on Functionality, UI/Usability and Response Time	1/2 day - quick-fix 7 working days – permanent resolution
S2	Issues causing moderate or lower business impact on Functionality, UI/Usability, Accessibility which do not block the user to transact	1 day- quick-fix 15 working days – permanent resolution

Notes: The S0, S1 issues shall be mitigated within 60 minutes of reporting the issue. The S0/S1 issues shall have a permanent resolution deployed on the servers after exhaustive testing within 5/7 working days. For S2 issues permanent resolution shall be deployed within 15 working days.

Table 4.8.2 Priorities of Defects and Resolution SLAs

Defect Priority	Business Impact	Resolution Details
P0	All Portal (GMS) users affected. E.g. Portal is not up or Logins are blocked or Application request Submit is not taking place or payment transactions are	Shall be resolved within 60 minutes through a quick-fix engineering. A permanent solution shall be deployed within 2 working days

	processed to incorrect accounts, users are unable to transact.	
P1	CGTMSE users are affected. e.g. users are not able to view reports or carry out normal functions	Shall be resolved within 1/2 day through a quick-fix engineering. A permanent solution shall be deployed within 4 working days.
P2	A user is affected. e.g. User is not able to enter / process the transaction, specific login issues, mails / alerts / SMS not being sent	Shall be resolved within 1 day through a quick-fix engineering. A permanent solution shall be deployed within 4 working days

The UAT may be conducted by CGTMSE or by any appointed third-party agencies by focusing only on the functional / acceptance test scenarios. The Bidder shall conduct testing of the software solutions exhaustively and shall ensure that all the issues are reported to CGTMSE before UAT/Release.

These SLAs are applicable for all the software developed, customized, integrated by the Bidder including the solutions if any.

The Service Provider needs to ensure following compliance level for each of the Service Levels.

Table 4.8.3 Compliance Level for SLAs

Severity or Priority Level	Resolution Time	Penalty
S0 or P0	Resolution Time $\leq T$ (As per table 4.8.1 and 4.8.2) from the time the complaint / query is reported for resolution by the helpdesk.	₹5,000/- for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.
S1 or P1	Note- T refers to quick fix solution time referred to in 4.8.1 and 4.8.2	₹4,000/- for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.
S2 or P2		₹ 2,500 for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.

The penalty against SLAs would be as follows:

Table 4.8.4 Penalty for breach of SLAs

Parameter	Target	Basis		Penalty
Application Uptime## including Database Server Uptime Application Server Uptime Web Server Uptime Storage Uptime Internet Link Any other IT component in the Infrastructure	>= 99.50%	Per 0.5% breach of target. This will be calculated monthly after the Go-live of the application. Uptime (%) =		Per 0.5% breach of target penalty shall be ₹.10,000. Maximum penalty of 5 % of quarterly payment amount. Penalty will be deducted from the quarterly payments.
		Business hours application available and up in the month	X 100	
		Total business hours in the month		

application uptime refers to availability of application to end-users. Breach will be measured in block of 0.5%. If the uptime efficiency arrived as above is less than 99.5% the difference will be converted to penalty in chunks of 0.5. Any fractional difference less than .5 will be treated as .5 e.g. if the uptime is 99.3%. 05% breach equivalent penalty ₹.10000 will be levied. If it is 98.1%, 1.5% breach equivalent of ₹.10000* 3 i.e. ₹.30000 penalties will be levied.

Downtime of services on holidays (national holidays and Sundays) or scheduled downtime will not be considered for calculation of compliance level and penalty. Quarterly Penalty shall be deducted from Quarterly payment before making the payments.

In case multiple failures occur the order of reckoning SLA defects or penalties shall be as per table 4.8.2 followed by Priority of Severity defects as table 4.8.1. Penalty as per 4.8.4 relating to uptime efficiency is reckoned on post-facto basis at the end of the quarter by calculating the uptime recorded. All such events will be treated as Mutually exclusive.

However, the total amount of all the penalties during a quarter will be capped at 10% of the quarterly payment.

If breach of SLA or delay in any other delivery as per service agreement mentioned in this RfP, is caused due to CGTMSE or any of its 3rd party service provider where the bidder does not have any role, bidder will not be penalised for the same.

5. Change Management

1. CGTMSE may request, in writing, about the need for a change in the solution during the contract period. The bidder shall evaluate the change request of CGTMSE, and if the requested change would, in its reasonable opinion, involve additional work or time, the bidder shall convey in writing to CGTMSE the man-days effort required for the Change Request. The effort estimate, corresponding billable amount and planned delivery dates for the change required need to be discussed and mutually agreed with CGTMSE in writing.
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.
3. A person month will comprise of 22 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. (Taxes and duties are as per rates applicable on the date of submission of bids). Criticality and timelines for changes would be mutually decided while providing request for change to the selected Bidder.
4. The bidder must provide the proposed change management methodology as part of their technical bid.

6. Time Frame / Tenure of the Contract

The Trust envisages the vendor to be engaged for this platform development. Post the purchase order/contract assignment.

Bidder will have certain period for development/implementation of the solution. After Go-live and acceptance of the solution, the bidder will support the solution for 5 years out of which 1st one year will be warranty period and next 4 years will be AMC periods. The project period will be of 5 years after successful implementation and acceptance of the solution as a whole.

Required infrastructure will be arranged by the bidder during development/implementation period. One time consolidated cost for development and infrastructure during development/implementation period will be provisioned by bidder and CGTMSE will not pay anything extra for this purpose.

The bidder will quote separately year-wise for infrastructure and application support for 5 years period.

Following is the indicative timelines for the development & implementation part of the project. The development & implementation of the solution is expected to be completed within 8 months from date of contract.

Bidder will prepare a plan of delivery and complete the project within 8 months. Delivery/UAT/Implementation of the modules will be in phases. Plan of delivery will broadly follow the following timeline.

Phase	Description	Timelines
I	Assessment of requirement and submission of BRD	8 months after signing of contract. Bidder will prepare plan for all the modules and same will be mutually finalized by CGTMSE and the bidder.
II	Sign off of BRD by CGTMSE	
III	Development and delivery for UAT	
IV	Completion of UAT	
V	Data Migration	
VI	Go live	
VII	Post Go-live and acceptance of the whole solution, application support and infrastructure	5 years

Post implementation and acceptance of the solution, vendor will provide maintenance, support and on-site end-user support services of the solution as mentioned above.

The selected vendor will also arrange for cloud based infrastructure during the contract period for smooth hosting and use of the solution.

7. Resource Deployment / Requirement

- 7.1.1 The bidder must make its own effort, estimate and configure additional need based resources / subject matter experts as may be required to complete the project in a time bound manner. It shall prepare the deployment plan and factor the cost accordingly in commercial bid.
- 7.1.2 The development exercise would be completed out of bidder's premise and Trust is not expected to allocate full time working desks for developers.
- 7.1.3 The project manager is expected to provide update on the status of the project on weekly basis in person at CGTMSE premise

8. Bid Evaluation Methodology

8.1 Evaluation Process

The evaluation process for finalization of the bidder is a 3 stage process as follows:

Stage I – Compliance to eligibility criteria: In this stage, each bidder will be evaluated for compliance against the eligibility criteria. Bidders complying with all the eligibility criteria will be evaluated further.

Stage II – Evaluation of technical bids: In this stage, the qualified bidders from Stage I will be assessed as per requirements of the RfP. As detailed in section 8.3 there is a defined scoring criterion for technical evaluation of the bidders. Bidders receiving the minimum threshold scores will proceed to Stage III.

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.

8.2 Stage I – Evaluation of compliance to Eligibility criteria

The documents submitted as proof for compliance to eligibility criteria would be evaluated and only those bids, where the bidders are found to comply with all the eligibility criteria, as mentioned below will be evaluated further.

Bidder would be required to submit the Eligibility Criteria as per the format provided in the RfP as per **Annexure - Form 2**.

Brief about the eligibility criteria is being mentioned herein.

S No	Eligibility Criteria	Supporting Documents Required
1	The Bidder should either be a partnership firm, LLPs or a limited Company under Indian Laws, Government Organization / PSU/ PSE or autonomous Institution approved by GOI / RBI. It should not be an Individual / Proprietary Firm / HUF etc	Copy of Certificate of Incorporation / Partnership Deed Proof of office address also to be furnished.
2	The bidder should have been in existence for at least Five years as on 31 March 2019 (in case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into considerations).	Certification of Incorporation / Certificate of commencement of business.

3	The Bidder should have a minimum turnover of at least INR 10 crore or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid. (FY 2017-19)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
4	The bidder should have been profitable (on cash profit basis) in the last two out of three financial years (FY 2017-19)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
5	The bidder should have a positive net worth during the last financial year (FY 2019)	Audited financials for FY 2018 & FY 2019. In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
6	The bidder must be CMMI level 5 Certified Company and the certificate should be valid as on date of bid submission	Copy of certificate
7	The bidder should have developed and implemented at least two projects in BFSI sector in the area of Loan Processing System / Loan Management System / Guarantee Management System / Insurance Management System.	Copies of the mandate letter / PO / agreement and successful / satisfactory completion certificate from the appointee company needs to be furnished along with the response.
8	The bidder should not have been blacklisted at the time of submission by the Central/any of the State Governments/statutory body/regulatory body/Indian Trusts Association in India and globally.	Self-Declaration

1. The references of the customers must be submitted with official contact details for verification.

2. The consulting firm or its subsidiaries/ group companies will not be eligible to participate in any other tender/ RfP process about implementation/ procurement of goods or services under the initiatives mentioned in this RfP.

** Scheduled commercial banks in public or private sector/ All India FIs/ Regulatory bodies dealing with any financial matter in India will be considered under BFSI


8.3 Stage II – Evaluation of Technical Bids and Presentations

Eligible Technical Bids would be assessed as per the requirements of the RfP. The Trust intends to adopt a holistic technical evaluation criterion to enable engagement of the technical and development services.

Bidder would be required to submit the Technical Bid as per the format provided in the RfP as per **Annexure - Form 3**

Based on the response provided by the bidder in Technical bid, the following would be the evaluation scoring criteria.

S#	Criterion	Break Up	Max Score
1	Experience around understanding of lending operations		
1.1	Number of Loan Processing System / Loan Management System / Guarantee Management System / Insurance Management System developed to facilitate loan approvals in automated/semi-automated manner in BFSI sector (for each project : 10 marks; with capping at 30 marks) <i>Note: Only completed projects will be considered for evaluation.</i>		30
1.2	Full-time professional staff engaged exclusively in development/ project management (Number of staff) in India as on date of issue of RFP >=150 employees: 20 marks >=100 to <150 : 15 marks >=50 to <100: 10 marks >=25 to <50: 5 marks <25: 0 marks		20
2	Technical document presented by the bidder highlighting the understanding of the problem statement, proposed solution, methodology and implementation plan – To be submitted as part of technical response		
2.1	Understanding of the current assignment and Bidder's proposal on technology to be used **	7	15
2.2	Project organization, Project plan, Methodology, Processes defined for management of the project	5	

S#	Criterion	Break Up	Max Score
2.3	Risk Identification & Mitigation	3	
3	Technical Requirement		
3.1	<p>The requirement for Cloud services is given at Format T1 (GMS-RfP-Cloud Form 1.xls) supplied along with this RfP. Bidder is expected to indicate compliance with all the requirements. Bidder has to score at least 70% from this format to qualify for technical evaluation. Scoring for this format will be done based on compliance by bidder for each point vis-à-vis total number of points.</p>  <p>GMS-RfP-Cloud Format T1.xlsx</p>		25
4	Presentation and Site Visit		
4.1	Site visit (Bidders will arrange for site visit for any one of the projects cited in technical bid against point 1.1 above in this table)	5	10
4.2	Presentation: Bidder's clarity on the project scope and execution. Bidders will be allotted time slot of 1:30 hour for presentation at CGTMSE office based on ascending alphabetical order of their names. Date and time will be advised during technical evaluation.	5	
Total			100

**** Bidder has to submit proposed technology details along with its technical response. These technical details should be in line with section 4.3 and for both software and infrastructure.**

The minimum technical score required for the bidder to be shortlisted at this technical evaluation stage is 80 %. However, in case there are less than 3 Bidders who score 80% or above, CGTMSE may, at its discretion, will shortlist the top 3 scoring bidders.

8.4 Stage III – Evaluation of Commercial Bids

8.4.1 At this stage, only the technical shortlisted bidders out of Stage II will be considered for commercial evaluation

8.4.2 It may be noted that commercial bids will be selected basis the one having the lowest bid

8.4.3 The Commercial Bids of the short-listed bidders after Technical evaluation stage would be opened in the presence of the bidders or their authorized representatives who desire to be present not exceeding one person.

8.4.4 All the bidders who qualify in Technical evaluation as per the criteria

mentioned above would be short listed for commercial evaluation.

- 8.4.5 Bidders who do not qualify the technical evaluation will not be invited for opening of commercials. The date for opening of commercial bids will be separately communicated.
- 8.4.6 Net Present Value (NPV) would be calculated for all the prices, quoted by the bidder in cost summary of Commercial Bid Format (Form 4) for all the years, to arrive at derived commercial bid price for the purpose of commercial evaluation. Price quoted for 'Development & Implementation period' and Year 1 will be together treated as 1st year's price for calculation of NPV. NPV for prices of other years quoted in Form 4 shall be calculated considering them to be the price for the respective years. [NPV formula of Microsoft Excel Worksheet shall be used for the purpose].
- 8.4.7 Discount rate will be considered by Trust as 9.17% for calculation of NPV.
- 8.4.8 After calculating NPV of the prices, all such values will be added and arrived at Total Cost of Ownership (TCO) for each bidder. Such TCO of all the bidders will be compared to determine the L1 bidder having lowest derived commercial bid cost, and the rest of the bids shall be ranked in ascending order of lowest cost as L2, L3, L4 and so on. L1 bidder thus arrived at will be short-listed for awarding the contract, subject to fulfilling all the criteria mentioned in this RfP.
- 8.4.9 Although optional contracted man-month rate is being obtained for change management are included in TCO for deciding on L1 bidder, initial purchase order will be placed with the successful bidder for the amount excluding this optional cost. In other words, initial purchase order will be placed for only solution cost, Infrastructure and Management Cost and Annual Maintenance cost of the Solution. For details, please refer to the commercial bid format.

9. Terms and Conditions

9.1 General

- 9.1.1 The offers should be made strictly as per the formats enclosed.
- 9.1.2 The Bidder should bear all the costs associated with the preparation and submission of their bid and Trust will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 9.1.3 Two copies of the bid are to be submitted, one in original duly signed by the competent authority and the other a copy thereof.
- 9.1.4 The bid should be signed by the Bidder or any person duly authorized to bind the Bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that the person is empowered to sign the tender documents and bind the Bidder. All pages of the tender documents except brochures if any are to be signed by the authorized official.
- 9.1.5 The offers submitted to Trust should preferably not bear any corrections, alterations, over writings and additions. In such cases, the person/s signing the bid should authenticate such corrections.
- 9.1.6 The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 9.1.7 No columns of the tender should be left blank. Offers with insufficient information and offers which do not strictly comply with the stipulations given above, are liable for rejection.
- 9.1.8 Trust may accept or reject, in full or in part, any or all the offers, without assigning any reason whatsoever.
- 9.1.9 Trust may at its discretion abandon the process of the selection associated with this Request for Proposal (RfP) any time before notification of award.
- 9.1.10 The bids will be opened in the presence of authorized representatives of the Bidders.
- 9.1.11 However, the representative of the Bidder has to produce an authorization letter from the Bidder to represent them at the time of opening of Technical/Commercial bids. Only One representative will be allowed to represent any Bidder. In case the Bidder's representative does not present himself/herself at the time of opening of bids, the quotations/bids will still be opened at the scheduled time at the sole discretion of the Trust.
- 9.1.12 The Bidder must use the entire information furnished in the Request for Proposal (RfP) including scope, detailed requirements of audit of application

and other terms and conditions, while submitting the response.

9.1.13 All responses should be in English language. All responses by the Bidders to this Request for Proposal (RfP) document shall be binding on such Bidders for a period of 180 days from the date of opening the Technical Bid.

9.1.14 All responses including commercial and technical bids would be deemed to be irrevocable offers / proposals from the Bidders and may, if accepted by Trust, form part of the final contract between Trust and Bidder.

9.1.15 Bidders are advised to attach a letter from an authorized official attesting the veracity of the information provided in the response.

9.1.16 Any technical or commercial bid submitted cannot be withdrawn / modified after the closing date and time for submission of the bid offers unless specifically permitted by Trust. However, the Bidder may modify or withdraw its offer after submission provided that the Trust, prior to the closing date and time, receives a written notice of modification or withdrawal.

9.1.17 Trust concludes that everything as mentioned in the Request for Proposal (RfP) documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders and there shall be no extra cost associated with the same other than the cost quoted by the Bidder.

9.1.18 The original and all copies of bids shall be typed or printed in a clear typeface. Copies may be good quality photocopies of the original. An accompanying letter is required, signed by an authorized official of the Bidder, committing the Bidder to the contents of the original response.

9.1.19 Bidder is also required to submit a softcopy of the bid-documents (in MS Office formats) along with the hardcopies. Trust may choose to use for evaluation either the softcopy or the hardcopy or both at its discretion. Hence the Bidder shall ensure to maintain consistency between the hard-copy and the soft-copy that is submitted to the Trust, in all respects.

9.2 Commercial Bid

9.2.1 **Currency** – The Bidder is required to quote in Indian Rupees ('INR' / '₹'). Bids in currencies other than 'INR' / '₹' may not be considered.

9.2.2 **Tax** – Bidder should quote the basic cost and the prevailing taxes separately. The taxes should include all applicable taxes/ levies such as GST, transportation, installation, Cess etc., that need to be incurred.

9.2.3 While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by CGTMSE, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to CGTMSE in its favour. This will remain applicable

throughout the contract period.

- 9.2.4 It would be bidder's responsibility to identify and factor cost of each commercial item mentioned in this RfP document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected bidder (Service Provider) should provide the services at its own cost. However, if anything is missed out by CGTMSE in the RfP document, CGTMSE would bear the additional expenditure to avail the services at the rate mentioned in the commercial bids of the Service Provider for similar such item.

9.3 Service Delivery

- 9.3.1 To meet CGTMSE's requirements, as spelt out in the RfP, the Bidder must have the requisite experience in providing desired services, the technical know-how, and the financial wherewithal that would be required to successfully provide the services sought by CGTMSE, for the entire period of the contract.
- 9.3.2 Selected bidder would be issued 'Letter of intent (LOI)'/ Purchase Order (PO) on final selection and completion of internal approval formalities of the Trust. Immediately after the receipt, the Service provider must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.
- 9.3.3 Time would be the essence of this RfP and subsequent LOI/ PO issued/ placed with the Successful Bidder. Therefore, the Bidder must strictly adhere to the delivery schedules failure to which will be considered as breach of the terms and conditions. Commercial Bid should be submitted in the format prescribed in the RfP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the Trust

9.4 Rules for Responding to the RfP

- 9.4.1 All responses should be in English language. All responses by the Bidders to this RfP document shall be binding on such Bidders till the bid validity.
- 9.4.2 All responses including Eligibility, Technical (if any) and Commercial bids, all subsequent clarifications received from the bidder in response to CGTMSE's queries/ instruction would be deemed to be irrevocable offers/ proposals from the Bidders and may, if accepted by the Trust, form part of the final contract between the Trust and the selected Vendor. Bidders are required to attach a 'Letter of Competence' from an authorized official attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in Annexure- Form 7.
- 9.4.3 Any part of the response either eligibility, technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the Trust. required to

demonstrate compliance with all the eligibility criteria, as mentioned above

- 9.4.4 CGTMSE reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of CGTMSE, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 9.4.5 The Eligibility, Technical (if any) and Commercial bids will have to be signed on all pages by the authorized official. Unsigned bids would be treated as incomplete and would be liable to be rejected.
- 9.4.6 The bidders should obtain necessary permissions and approval from the customers whose references have been given in their response, for undertaking site visits and or their obtaining feedback by the Trust.
- 9.4.7 The Bidder must submit the response exactly in the formats mentioned in this RfP and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. CGTMSE would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant additional information.
- 9.4.8 Based on the Trust's requirements as listed in this document, the Bidders should architect the best-suited solution that would meet the Trust's requirements and quote for the same.
- 9.4.9 In case the Bidders quote for more than one solution/ option then the response would be considered as improper and liable to be rejected. The Bidders should not give options to the Trust to select from the multiple offers. The Bidder is expected to select the best option which is cost-effective and meeting the entire Tender specifications. It would be the responsibility of the bidder to decide the best suitable solution/ option.
- 9.4.10 Either the Indian Agent on behalf of the Principal/ OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same item / product. If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM for the same item /product.
- 9.4.11 The bidder shall represent and acknowledge to the Trust that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations in the performance of the provisions of this RfP.
- 9.4.12 The bidder represents that all the services/ offerings quoted by the bidder in response to this RfP meets the requirements of the Trust as stated in this RfP. 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.

- 9.4.13 The bidder shall represent that the proposed services/ solution and its constituents including documentation and/ or use of the same by the Trust shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder represents and agrees to obtain and maintain validity throughout the project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Trust for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Trust for availing services from the bidder.
- 9.4.14 The Trust will not be responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Trust at all times will benchmark the performance of the Vendor to this RfP and the expected service levels as mentioned herein. In the event of any deviations, the Vendor must make good the same at no extra costs to the Trust, in order to achieve the desired service levels as well as meeting the requirements as stipulated in this RfP.
- 9.4.15 Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by CGTMSE.
- 9.4.16 CGTMSE would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, except the late bid, to the Bidder.
- 9.4.17 No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc., unless stated expressly for specific activities, will be payable by the Trust. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Trust for the same.
- 9.4.18 The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description complying with the requirement must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. CGTMSE may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
- 9.4.19 Responses received become the property of CGTMSE
- 9.4.20 Responses received become the property of CGTMSE and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship

with the Bidder.

9.4.21 The Bidders shall adhere to the terms of this RfP document and shall not deviate from the same. If the Bidders have genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RfP. The Trust reserves its right to not to accept such deviations to the Tender terms, in its sole and absolute discretion.

9.5 Amendment to the bidding document

9.5.1 At any time prior to the deadline for submission of Bids, the Trust, for any reason, may modify the Bidding Document, by amendment.

9.5.2 The amendment will be posted on Trust's website (URL: www.cgtmse.in) and also on CPP Portal. Earnest Money Deposit prepared as per the format mentioned below.

9.5.3 All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Trust will not have any responsibility in case some omission is done by any bidder.

9.5.4 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Trust, at its discretion, may extend the deadline for the submission of Bids.

9.6 Bid Security

9.6.1 All the responses must be accompanied by a refundable interest free security deposit of **₹10,50,000/- (Rupees Ten Lakh Fifty Thousand only)** in the form (DD of that amount or a Performance Bank Guarantee for the amount) and manner as prescribed elsewhere in this document.

Bid Price

9.6.2 Non-refundable Bid Price of **₹5,000/- (Rupees Five Thousand only)** by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled Bank, favoring '**Credit Guarantee Fund Trust for Micro and Small Enterprises**' or '**CGTMSE**' payable at Mumbai, must be submitted separately along with RFP response. The Trust may, at its discretion, reject any bid where the bid price has not been furnished with the RFP response.

Earnest Money Deposit

9.6.3 Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

9.6.4 The Demand Draft/ Pay Order/ BG should be of a Scheduled/ Commercial

Bank only and will be accepted subject to the discretion of the Trust.

9.6.5 The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:

- In case the Bidder withdraws its bid within the validity period of the bid for any reason whatsoever;
- In case the successful Bidder fails to accept the LOI/ purchase order as specified in this document within 10 working days from the date of LOI/ Purchase order for any reason whatsoever; or
- Besides forfeiting the EMD, the Trust may debar the bidder from subsequent bidding in CGTMSE tenders, for a period of 03 years.

9.6.6 The EMD will be refunded to the unsuccessful bidders subsequent to the happening of any of the following events:

- Issue of Letter of Intent (LOI)/ Purchase order to selected vendor; OR
- End of the bid validity period including extended period (if any), whichever is earlier.

9.6.7 Successful bidder will be refunded the EMD amount only after the receipt of Performance Bank Guarantee from the Successful Bidder as mentioned in the following section

Performance Bank Guarantee (PBG)

9.6.8 The selected Bidder will be required to provide a Performance Bank Guarantee for an amount equivalent to 10% of the contract value from a scheduled commercial bank.

9.6.9 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.

9.6.10 The successful Bidder shall provide the PBG after the communication regarding acceptance of the services has been received from the Trust.

9.6.11 Payments for the first phase / milestone shall be released only after the receipt of PBG. However, Service Provider shall continue to provide uninterrupted services in the event of payments being held by CGTMSE on account of non-submission of PBG by the Service Provider.

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.

9.6.13 If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two months, CGTMSE will inter-alias, be at liberty to invoke

the performance guarantee within the ambit of preceding paragraph in addition to other remedies available to it under the contract or otherwise.

9.6.14 Time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of CGTMSE should entitle the Bidder to a reasonable extension of time, such extension may be considered by CGTMSE at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. CGTMSE shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

9.7 Payment Terms

9.7.1 First Payment and all subsequent payments will be released only after the receipt of Performance Bank Guarantee.

9.7.2 Payment for subsequent phases will be made only after payment of previous phases has been released.

9.7.3 Payment of any phase / milestone will be made after deducting TDS/ other taxes and applicable penalty pertaining to the phase/milestone. Following would be the payment schedule based on the project phase / milestone.

(1) Cost for development, implementation and infrastructure (required during development period)

Phase	Description	Payment term - %ge of (Cost for Development and implementation + Infrastructure Cost during development)
I	Assessment of requirement and submission of BRD	--
II	Sign off of BRD by CGTMSE	30%
III	Development and delivery for UAT	30%
IV	Completion of UAT	10%
V	Data Migration	20%
VI	Go live	10%
VII	Post Go-live and acceptance of the whole solution, application support and infrastructure	In equal quarterly instalment at the end of every quarter after adjusting penalty.

9.7.4 All the payments including refund of EMD (if submitted in the form of DD/ Pay order) will be made by CGTMSE Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized official and bidder's Banker] Bank Mandate Form as per format

prescribed in Form 11.

9.8 Termination Clause

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.

9.9 Transition Management

9.9.1 In case CGTMSE decides to terminate the contract or the contract ceases to exist for any reason, Bidder will extend all the support for transfer of software, data with all relevant configurations of the setup to the new service provider as decided by CGTMSE.

9.10 Ownership of source code

9.10.1 Source code of the entire 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. First such set will be handed over to CGTMSE after acceptance of the whole solution by CGTMSE.

9.11 Payment in case of Termination of contract

9.11.1 In case the contract is terminated in any of the events except Service Provider becoming bankrupt or insolvent, payment towards services will be

made on pro-rata basis, for the period services that have been delivered, after deducting applicable penalty and TDS/ other taxes.

9.11.2 However, in the event of Service Provider becoming bankrupt or insolvent, CGTMSE shall not be liable to make any payments whatsoever.

9.12 Insurance

9.12.1 Service provider shall be responsible for ensuring necessary health or life insurance of the on-site resources throughout the contract period. In no event Service Provider shall claim from CGTMSE for any threat/ loss to life or health of resources due to any hazards inside the CGTMSE premises.

9.12.2 Service provider shall be responsible for taking necessary insurance of all the hardware/ software owned and installed by the service provider inside CGTMSE premises for the delivery/ SLA monitoring of services as per SOW.

9.13 Rules for Evaluation of Responses

9.13.1 To assist in the scrutiny, evaluation and comparison of responses/ offers, CGTMSE may, at its discretion, ask some or all Bidders for clarifications on their offers. The request for such clarifications and the response will necessarily be in writing. CGTMSE has the right to disqualify the Bidder whose clarification is not received by CGTMSE within the stipulated time or is found not satisfactory/ suitable to the proposed project.

9.13.2 Bidders should be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, within a week's period after the last date of the submission of proposals. Accordingly, CGTMSE will communicate a date and time to all Bidders. The Bidder will arrange for such demonstrations, presentations, site visits and obtain customer feedback at its own cost. All the necessary approvals for site visits/ customer feedback must be obtained by the bidders from referred customers.

9.13.3 CGTMSE may appoint the services of an external consultant/ agency for evaluation of the bids.

9.13.4 Bidders must not present any reference as credential for which it is not able to present the verifiable facts/ documents because of any non-disclosure agreement with its other customer or for any other reason whatsoever. CGTMSE would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

9.13.5 CGTMSE may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of CGTMSE contains any false or misleading claims or statements. CGTMSE shall not be liable for excluding or rejecting

any such proposal.

- 9.13.6 CGTMSE reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RfP document. CGTMSE would not give any clarification/ explanation to the concerned bidder in case of such rejection.
- 9.13.7 CGTMSE reserves its right to reject any or all the offers without assigning any reason thereof whatsoever. The decision of CGTMSE would be final and binding in this regard.
- 9.13.8 CGTMSE reserves the right to modify the evaluation process at any time during the Tender process (before submission of bids by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- 9.13.9 CGTMSE will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined **the Lowest Bid (L1)**, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, CGTMSE shall not be bound to accept the **L1 bid or any bid** and reserves the right to accept any bid, either wholly or in part, as it may deem fit.
- 9.13.10 CGTMSE reserves the right to re-tender.

9.14 Corrupt and fraudulent practice

- 9.14.1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:
- 9.14.2 “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 9.14.3 “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Trust and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Trust of the benefits of free and open competition.
- 9.14.4 The Trust reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices

in competing for or in executing the contract.

9.15 Waiver

9.15.1 No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RfP or subsequent agreement with the other party shall operate as a waiver of such right, power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RfP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

9.16 Violation of terms

9.16.1 The Trust clarifies that the Trust shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RfP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Trust may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

9.17 Confidentiality

9.17.1 This RfP contains information proprietary to CGTMSE. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of CGTMSE. The Bidders shall submit a non-disclosure agreement as per Form 9 on nonjudicial stamp paper of appropriate value at the time of submission of bids.

9.17.2 In case the selected vendor is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

9.18 IPR Infringement

9.18.1 As part of this project, bidder / service provider will deliver different software/ hardware/ services, if the use of any such software/ hardware/ services by / for CGTMSE, infringes the intellectual property rights of any third party, Service provider shall be primarily liable to indemnify CGTMSE

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/ hardware/ services provided/ used by Bidder/ Service provider under this project.

9.18.2 All the analysis reports / documentation during the activity of the SOW should be mandatorily submitted by the consultant. After submission of the documentation and acceptance of the reports by the Trust; it would become copyright to the Trust and would be governed by the by-laws of IPR (Intellectual Property Rights).

9.19 Limitation of liability

9.19.1 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.

9.20 Rights to Visit

9.20.1 All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to CGTMSE or its designees at any time during normal business hours, as often as CGTMSE deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

9.20.2 CGTMSE, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as CGTMSE may authorize, the progress of the project at the development / customization site of the Bidder or where the services are being rendered by the bidder.

9.20.3 The Trust and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Trust is not misused. The Bidder will have to cooperate with the authorized representative/s of the Trust and will have to provide all information/ documents required by the Trust.

9.21 Audit

9.21.1 The vendor shall allow the Trust, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory &

statutory authorities, and grant unrestricted right to:

- 9.21.2 Inspect and audit its books and accounts and to provide copies of any audit or review reports and findings made on the service provider, directly related to the services related to this RfP. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.
- 9.21.3 Right to remotely monitor access to CGMTSE's data and /or audit the log of access to CGTMSE's data stored at consultants premise / storage / Data Center.

9.22 Compliance with Statutory and Regulatory Provisions

- 9.22.1 It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RfP, during the course of the contract.

9.23 Taxes and Duties

- 9.23.1 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.
- 9.23.2 The vendor must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, **including payment of applicable minimum wages** and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Trust in this regard.
- 9.23.3 Providing clarifications/ particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the vendor at his cost.
- 9.23.4 **Tax deduction at Source** – Wherever the laws and regulations require deduction of such taxes at the source of payment, the Trust shall affect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Trust as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this

contract.

9.24 Right of Publicity

9.24.1 Any publicity by the Bidder in which the name of CGTMSE is to be used should be done only with the explicit written permission of CGTMSE.

9.25 Resolution of Dispute

9.25.1 CGTMSE and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, CGTMSE and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.

9.25.2 The dispute resolution mechanism to be applied shall be as follows:

- In case of Dispute or difference arising between CGTMSE and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third-party arbitrator mutually appointed by both the parties.
- Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- The cost and expenses of Arbitration proceedings will be equally shared and paid by both the parties.

9.25.3 The agreement/ contract shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.

9.25.4 No conflict between the BIDDER and CGTMSE shall cause cessation of services. Only by mutual consent the services will be withdrawn.

9.25.5 CGTMSE reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

9.26 Force Majeure

9.26.1 Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent

that it's delay in performance or other failure to perform its obligations under the contract/ order after this RfP is the result of an event of Force Majeure.

9.26.2 If a Force Majeure situation arises, successful bidder shall promptly notify CGTMSE in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by CGTMSE in writing, successful bidder shall continue to perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.26.3 In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, CGTMSE and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem.

9.26.4 In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

9.27 Indemnity

9.27.1 The Bidder/ successful bidder shall indemnify the Trust, and shall always keep indemnified and hold the Trust, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Trust as a result of:

- i. Trust's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
- ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or
- iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Trust; and/or
- iv. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
- v. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/o

- vi. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
 - vii. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
 - viii. The use of unlicensed and illegal Software and/or allied components by the successful Bidder.
 - ix. Infringement of 3rd party intellectual property rights and inappropriate disclosure or data breach.
- 9.27.2 The Bidder will have to at its own cost and expenses defend or settle any claim against the Trust that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Trust:
- i. Notifies the Bidder in writing; and
 - ii. Cooperate with the bidder in the defence and settlement of the claims.
- 9.27.3 The Bidder shall not be liable for defects or non-conformance resulting from:
- i. Software, hardware, interfacing not approved by Bidder; or
 - ii. Unauthorized modification of Software or any individual product supplied under this RfP document, or Trust's failure to comply with any mutually agreed environmental specifications.
 - iii. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
 - iv. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

9.28 NDA(Non-Disclosure Agreement)

9.28.1 The bidder will have to sign NDA for non-disclosure of data provided by CGTMSE for the mentioned services to the bidder, and the output generated from it.

9.29 Pre Contract Integrity Pact (IP) & Independent External Monitor (IEM)

9.29.1 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.

9.29.2 The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at Annexure – Form 13 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

9.29.3 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. Name and Address of the IEM are as follows:

Shri Ashok Sinha, (IAS Retd.)
13 Yayati, Sect-58A, Nerul (West)
Palm Beach Road,
Navi-Mumbai 400706
Email Id – asinha51@gmail.com

9.30 Public Procurement Policy on Micro and Small Enterprises (MSEs)

9.30.1 CGTMSE is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol.

9.30.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

9.30.3 Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.

9.30.4 Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RfP.

10. Bids Submission

10.1 Contents and Format Of Preliminary Eligibility (Envelope A)

The following documents need to be submitted separately in Envelope A:

- 10.1.1 Letter format for Submission of Bids Annexure - Form 1 Format
- 10.1.2 Eligibility Criteria in Annexure - Form 2 Format
- 10.1.3 Technical Bid in Annexure - Form 3 Format
- 10.1.4 Documents required to demonstrate compliance with all the eligibility criteria, as mentioned above.
- 10.1.5 Power of Attorney of the signatory as per the format provided in Annexure - Form 5 Format
- 10.1.6 Letter of Conformity as per format provided in Annexure – Form 6
- 10.1.7 Letter of Competence as per format provided in Annexure – Form 7
- 10.1.8 Undertaking as mentioned in Annexures - Forms.
- 10.1.9 Undertaking from the bidder/vendor that no inquiries or investigations have been threatened, commenced or pending against us or any other member of the consortium by any statutory or regulatory or investigative agencies or lending institutions.
- 10.1.10 Non-Disclosure Agreement in Annexure - Form 9 Format.
- 10.1.11 Acceptance Letter for Offer in Annexure - Form 10 Format.
- 10.1.12 Bank Mandate Form in Annexure - Form 11 Format.
- 10.1.13 Bank Guarantee (if any) in Annexure - Form 12 Format.
- 10.1.14 Pre-Contract Integrity Pact in Annexure - Form 13 Format.
- 10.1.15 Statement of Deviations in Annexure - Form 14 Format.
- 10.1.16 Earnest Money Deposit prepared as per the requirement stated in the RfP.
- 10.1.17 Tender Cost.
- 10.1.18 Documentary proofs.

The bidder should provide an undertaking on company letterhead, as regards to:

- 10.1.19 The commitment that, the key personnel to be employed for carrying out the task of **development and implementation of Guarantee Management System (GMS)** for CGTMSE operations are qualified enough with adequate

previous experience and that once they are assigned to the project, they will not be moved out of it, except for reasons beyond the control of the bidder.

10.1.20 Any other relevant legal document.

10.2 Contents and Format of Technical Bid (Envelope B)

10.2.1 Submission of Technical Bid as per format in Annexure - Form 3.

10.3 Contents and Format of Commercial Bid (Envelope C)

10.3.1 Submission of Commercial Bid Letter as per format in Annexure - Form 4.

10.4 Bids Submission

10.4.1 The bidder should put all the three, Envelopes A, B & C in a master envelope labelled “CGTMSE - Implementation of Guarantee Management System”

10.4.2 The Trust reserves the Right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for CGTMSE’s action. Any decision in these regards by CGTMSE shall be final, conclusive and binding on the bidder.

10.5 Language of Bid

10.5.1 The bid prepared by bidders, as well as all correspondence and documents relating to the bid exchanged between the bidders and the Trust shall be in Hindi or English only. In case the bid is in Hindi, the bidder shall provide the certified copy of bid duly translated in English, at their own expense. In case of any discrepancies between Hindi and English version, the English version will prevail.

10.6 Bid Currencies

10.6.1 Prices should be quoted in Indian Rupee (‘INR’/‘₹’)

10.7 Format and Signing of Bid

10.7.1 Authentication of Bid: The original copies of the bid should be typewritten and should be signed by a person or persons duly authorized to bind the bidder to the Contract. The letter of authorization should be supported by a written power-of-attorney (Refer to Annexure - Form 2) accompanying the bid. The person or persons signing the bid should initial all pages of the bid

along with seal stamp, except for the un-amended printed literature.

10.7.2 Validation of Interlineations in Bid: Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid has / have authenticated the same with signature.

10.8 Sealing and Marking of Bids

10.8.1 Enclosing of Bid: The original copy of Document proofs for Preliminary eligibility should be placed in a single separate sealed envelope clearly marked "**Implementation of Guarantee Management System – Documents as proof of Preliminary eligibility**" (Envelope A).

10.8.2 The original copy of Technical Bid should be placed in a single separate sealed envelope clearly marked "**Implementation of Guarantee Management System - Technical Bid**" (Envelope B).

10.8.3 The Commercial Bid should be placed in a single separate sealed envelope clearly marking "**Implementation of Guarantee Management System - Commercial Bid (Prices only) - Do not open with Technical Bid (Envelope C)**".

10.8.4 All the three envelopes carrying Document proofs for Preliminary eligibility (Envelope A) Technical bid (Envelope B) and Commercial bid (Envelope C) should then be put in a single outer cover duly sealed.

10.8.5 The cover should read "**Implementation of Guarantee Management System**" and a statement "**Do not open before Last date of submission and time**".

10.8.6 The bid envelope should also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late". No indications pertaining to price or financial or commercial terms should be made on the envelopes. If any price indications are made, then the bids may be rejected.

10.8.7 Mailing Address for Bids: Bids should be addressed to the Dy. General Manager, and delivered at the following address:

Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE),
6th Floor, Swavalamban Bhavan,
G- Block, Bandra-Kurla Complex,
Bandra (East),
Mumbai - 400 051

10.8.8 Responsibility of CGTMSE: If the outer envelope is not sealed and marked as required, CGTMSE will assume no responsibility whatsoever for the bid's misplacement or premature opening.

10.9 Deadline for Submission of Bids

10.9.1 Last date for Submission: The bids (Document proofs for Preliminary

eligibility, Technical and Financial) must be received by CGTMSE in Hard copy, at the address specified, not later than (Last date of submission and time). In the event of the specified date for the submission of bids being declared a holiday for CGTMSE, the bids will be received up to the appointed time on the next working day.

10.9.2 Extension of Last Date for Submission: CGTMSE may, at its own discretion, extend the period for submission of bids by amending the bid documents/RfP, in which case all rights and obligations of CGTMSE and bidders shall stand extended. However, no request for extension of time from the bidders shall be binding upon CGTMSE.

10.10 Late RfP Policy

10.10.1 Any bid received by CGTMSE after the deadline for submission of bids prescribed by CGTMSE, will be summarily rejected and returned unopened to the bidder **within 02 weeks from the bid submission date**. CGTMSE shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

10.11 Period of Validity of Bids

10.11.1 Validity Period: Bids shall remain valid for 120 days after the date of bid opening prescribed by CGTMSE. CGTMSE holds the rights to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence.

10.11.2 Extension of Period of Validity: In exceptional circumstances, CGTMSE may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Earnest Money Deposit provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the Earnest Money Deposit. A Bidder granting the request will not be permitted to modify its bid.

10.12 Modification and Withdrawal of Bids

10.12.1 Written Notice: The bidder may modify or withdraw its bid after the bid's submission, provided that CGTMSE receives written notice addressed to the address mentioned for submission of Bids.

10.12.2 Signing and Marking of Notice: The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A duly signed withdrawal notice may also be sent by fax or post to reach the designated office before the expiration of deadline for submission of bids.

10.12.3 Last Date for Notice: No bid may be modified subsequent to the deadline

for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its Earnest Money Deposit.

- 10.12.4 Trust has the right to reject any or all tenders received without assigning any reason whatsoever. Trust shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

10.13 Opening of Bids by the Trust

- 10.13.1 On the scheduled date and time, bids will be opened by the Trust's Committee in the presence of bidder representatives. It would be the responsibility of the bidder's representatives to be present at the date, time and at the place specified in the tender document. The bidders' representatives who are present shall sign in a register/ sheet evidencing their attendance.
- 10.13.2 The Bidder name and presence or absence of requisite tender cost, EMD and such other details as the Trust, at its discretion may consider appropriate will be announced at the time of Pre-qualification/ Eligibility & technical bid opening. No bid shall be declared as rejected at the time of bid opening, except for late received bids.
- 10.13.3 Bids that are not opened at the time of Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- 10.13.4 In the event of the specified date for the opening of bids, being declared a holiday for the Trust, the bids will be opened at the same time on next working day.

10.14 Non Conformity to RfP Requirements

The bid should be submitted in the form of printed document. The bids submitted by telex, fax or email bids shall not be entertained.

Any condition put forth by the bidders not conforming to the RfP requirements would not be entertained at all and such bid shall be rejected.

11. Award of Contract

11.1 CGTMSE's Right to Accept any Bid and to Reject any or all Bids

CGTMSE shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part. CGTMSE reserves the right to annul the bidding process and reject all bids at any time before the award of Contract at its sole discretion, without thereby incurring any liability to the affected bidder or bidders.

11.2 Notification of Acceptance of Bid

Notification to Bidder

Before the expiry of the period of validity of the proposal, the Trust shall notify the successful bidder in writing by registered letter or by fax or by hand-delivery or by e-mail, that its bid has been accepted. The bidder shall acknowledge in writing receipt of the notification of acceptance and should convey his absolute, unconditional and unqualified acceptance and thereafter enter into agreement / contract within 30 days from the date of acceptance.

Signing of Contract

The notification of the acceptance shall be followed by signing of the Contract. However, the Trust may negotiate certain terms & conditions with successful bidder and obtain necessary approvals from higher authorities, before signing of the Contract. The Bidder should sign the Contract Form (Annexure - Form 6), the signing of which will amount to awarding of the contract, and the Bidder will initiate the execution of the work as specified in the Contract.

The signing of contract shall be completed within 30 days of receipt of notification of the acceptance of bid.

11.3 Discharge of Earnest Money Deposit (EMD)

Upon the successful Bidder signing the Contract/Agreement, the Trust shall promptly request the Bidder to provide performance guarantee. Earnest Money Deposit/ EMD of successful Bidder shall be discharged on the Successful Bidder signing the Contract/Agreement. The Earnest Money Deposit/EMD of unsuccessful bidders shall be discharged / returned as early as possible, but not later than 120 days after expiration of the period of bid validity prescribed by CGTMSE.

11.4 Expenses for the Contract

The incidental expenses for execution of Agreement / Contract shall be borne by the successful Bidder.

11.5 Failure to Abide by the Agreement / Contract

The conditions stipulated in the Agreement/Contract shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of the Trust including recovery of penalties as specified in this RfP or Agreement / Contract.

11.6 Annulment of Award

Failure of the successful Bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD, in which event the Trust may at its sole discretion, make the award to the next best evaluated bidder or call for new bids.

12. Annexures – Forms

12.1 Form 1: Letter format for Submission of Bids

The Deputy General Manager
CGTMSE,
6th Floor, Swavalamban Bhavan,
G- Block, Bandra-Kurla Complex,
Bandra (East),
Mumbai - 400 051

Dear Sir,

Subject: Implementation of Guarantee Management System

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

1. **Bid Price and EMD / BG <out of a, b & c below, pl. remove which is not applicable>:**
 - a. Not submitted as we are a registered MSE and exempted as per the provisions under para 8.27 of the RfP.
 - b. Bid Price: We have enclosed a Demand Draft/ Banker's Cheque of the sum of **₹5,000/- (₹Five Thousand only)** towards non-refundable bid price.
 - c. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / Banker's Cheque/ Bank Guarantee (BG) of the sum of **₹10,50,000/- (Rupees Ten Lakh Fifty Thousand only)** towards EMD. We understand that the EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
2. Minimum Eligibility bid and Commercial bid inside separate envelopes, in prescribed formats.
3. Details of presentation and site visit/ customer feedback are given below:

Event	Date & Time	Address & Contact Details	Remarks / Comments
Presentation			
Site Visit		<i><please give the details of the customer referred></i>	

Having examined the bidding documents and Annexures thereto and addenda numbers -----thereto, we, the undersigned, in conformity with the RfP Document, offer to provide the Services and Solutions as defined and described in the RfP Document, on the terms and conditions mentioned in the bidding document and for the sum / price indicated as per Commercial bid.

We agree to the following:

- We undertake if our bid is accepted, we shall deliver the requirement as per the schedule: starting from the date of receipt of notification of award from The Trust.
- We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Trust up to the period prescribed in the Bid, which shall remain binding upon us.
- We accept that The Trust has also right to re-issue the bid, to which we do not have right to object. The decision of The Trust in this regard shall be final and binding upon us.
- We agree and undertake to abide by the RfP and contract terms and conditions, provisions, stipulations and covenants including the price quoted therein for the period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- We understand that you are not bound to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- We enclose a Demand Draft bearing No..... dated//2018 drawn by Trust,..... branch, in favour of Trust Ltd. payable at Mumbai for a sum of Rs.....(Rupees..... only) towards Earnest Money Deposit (EMD)
- The entire set of RfP documents are enclosed hereto and form the part of this Bid.
- We understand that the EMD, in case of successful bidder, will be discharged / returned upon the Bidder signing the Contract/Agreement. In case of unsuccessful Bidder the EMD will be returned after the Bid validity period but not later than 120 days after expiry of the period of bid validity as stipulated by The Trust. We are aware that EMD shall not carry any interest.

Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:


12.2 Form 2: Eligibility Criteria

Brief about the eligibility criteria is being mentioned herein.

S No	Eligibility Criteria	Supporting Documents Required
1	The Bidder should either be a partnership firm, LLPs or a limited Company under Indian Laws, Government Organization / PSU/ PSE or autonomous Institution approved by GOI / RBI. It should not be an Individual / Proprietary Firm / HUF etc	Copy of Certificate of Incorporation / Partnership Deed Proof of office address also to be furnished.
2	The bidder should have been in existence for at least Five years as on 31 March 2019 (in case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into considerations).	Certification of Incorporation / Certificate of commencement of business.
3	The Bidder should have a minimum turnover of at least INR 10 crore or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid. (FY 2017-19)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
4	The bidder should have been profitable (on cash profit basis) in the last two out of three financial years (FY 2017-19)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
5	The bidder should have a positive net worth during the last financial year (FY 2019)	Audited financials for FY 2018 & FY 2019.

		In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
6	The bidder must be CMMI level 5 Certified Company and the certificate should be valid as on date of bid submission	Copy of certificate
7	The bidder should have developed and implemented at least two projects in BFSI sector in the area of Loan Processing System / Loan Management System / Guarantee Management System / Insurance Management System.	Copies of the mandate letter / PO / agreement and successful / satisfactory completion certificate from the appointee company needs to be furnished along with the response.
8	The bidder should not have been blacklisted at the time of submission by the Central/any of the State Governments/statutory body/regulatory body/Indian Trusts Association in India and globally.	Self-Declaration

12.3 Form 3: Technical Bid

S#	Criterion	Break Up	Max Score
1	Experience around understanding of lending operations		
1.1	Number of Loan Processing System / Loan Management System / Guarantee Management System / Insurance Management System developed to facilitate loan approvals in automated/semi-automated manner in BFSI sector (for each project : 10 marks; with capping at 30 marks) <i>Note: Only completed projects will be considered for evaluation.</i>		30
1.2	Full-time professional staff engaged exclusively in development/ project management (Number of staff) in India as on date of issue of RFP >=150 employees: 20 marks >=100 to <150 : 15 marks >=50 to <100: 10 marks >=25 to <50: 5 marks <25: 0 marks		20
2	Technical document presented by the bidder highlighting the understanding of the problem statement, proposed solution, methodology and implementation plan – To be submitted as part of technical response		
2.1	Understanding of the current assignment and Bidder's proposal on technology to be used **	7	15
2.2	Project organization, Project plan, Methodology, Processes defined for management of the project	5	
2.3	Risk Identification & Mitigation	3	
3	Technical Requirement		
3.1	The requirement for Cloud services is given at Format T1 (GMS-RfP-Cloud Form 1.xls) supplied along with this RfP. Bidder is expected to indicate compliance with all the requirements. Bidder has to score at least 70% from this format to qualify for technical evaluation. Scoring for this format will be done based on compliance by bidder for each point vis-à-vis total number of points.  GMS-RfP-Cloud Format T1.xlsx		25

S#	Criterion	Break Up	Max Score
4	Presentation and Site Visit		
4.1	Site visit (Bidders will arrange for site visit for any one of the projects cited in technical bid against point 1.1 above in this table)	5	10
4.2	Presentation: Bidder's clarity on the project scope and execution. Bidders will be allotted time slot of 1:30 hour for presentation at CGTMSE office based on ascending alphabetical order of their names. Date and time will be advised during technical evaluation.	5	
Total			100

**** Bidder has to submit proposed technology details along with its technical response. These technical details should be in line with section 4.3 and for both software and infrastructure.**

The minimum technical score required for the bidder to be shortlisted at this technical evaluation stage is 80 %. However, in case there are less than 3 Bidders who score 80% or above, CGTMSE may, at its discretion, will shortlist the top 3 scoring bidders.

Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Please note :

1. Bidder's response should be complete. Yes/ No answer is not acceptable.
2. Documentary proof, sealed and signed by authorized signatory, must be submitted
3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. The Trust will not make any separate request for submission of such information.
4. The Trust will contact the referred customers for verifications of facts, the bidder to ensure that the customer is intimated. Further in case the Trust feels to visit the site, the bidder to take necessary approvals for the same. The Trust will not make any separate request to the bidders customers.
5. For off-shore/ projects undertaken out of India, bidder should be in a position to arrange for a conference call, if so desired by CGTMSE, with the customer.
6. Proposal of the bidders are liable to be rejected in case

12.4 Form 4: Commercial Bid

Please submit the commercial bid in the format given in a separate excel file :



GMS-RfP-Commercial Bid Form 4.xlsx

**** Note :**

- 1) Optional contracted man-month rate, as mentioned in above table, is being obtained to handle change management etc., if any, during the contract period. This man-month rate for respective year will be multiplied by 5 each and finally added to arrive at TCO.
- 2) Although optional contracted man-month rates are included in TCO for deciding on L1 bidder, initial order will be placed with the successful bidder for the amount excluding this optional cost. In other words, initial order will be placed for only solution cost, Infrastructure and Management Cost and Annual Maintenance cost of the Solution.
- 3) For any requirement of change management in future, separate purchase order will be placed with the successful bidder. However same will not be binding on CGTMSE.

Place:

Date:

Signature of Authorised Official with Seal

The Commercial bid should state the following explicitly:

- Total Cost and applicable Taxes.
- The total cost of the products and services quoted above, are accounted for and are valid for the entire Contract period after successful acceptance by the Trust.
- The total tax applicable based on rates effective at the time of the Bid response.
- The total GST and other duties on the software products/any other proposed component of the bid, based on rates effective at the time of the Bid response
- The bid includes all costs on account of travel expenses including boarding, lodging etc. for the purpose of the implementation and three months warranty.
- The bid is all inclusive of all expenses.

12.5 Form 5: Format of Power-of-Authority for Signing of Bid

(To be executed on a non judicial stamp paper of requisite value)

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY executed at _____ on _____, 2017, We, _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint <Name>, <Employee no.>, <Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)' relating to **RfP No.28 /CGTMSE/2019-20 dated May 06, 2019 for 'Implementation of Guarantee Management System'** for CGTMSE and to attend meetings and hold discussions on behalf of the Company with CGTMSE in this regard.

THE COMPANY DOTTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by _____ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of _____

Dated this ____ day of _____ 2019

WITNESS:

Signature Of _____

Attested

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

In case the Application is signed by an authorized Director of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

12.6 Form 6 : Letter of Conformity

(To be submitted on Bidder's Company Letter Head)

To:

The Deputy General Manager
CGTMSE,
6th Floor, Swavalamban Bhavan,
G- Block, Bandra-Kurla Complex,
Bandra (East),
Mumbai - 400 051

Dear Sir,

Implementation of Guarantee Management System

We, the undersigned bidders, having read and examined the aforesaid RfP document, issued by CGTMSE and hereinafter referred a 'Trust' do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RfP and the related addendums and other documents including the changes made to the original tender documents issued by the Trust, provided however that only the list of deviations furnished by us in Annexure – Form 14 of the main RfP document and which are expressly clarified and agreed by the Trust and communicated to us in writing, shall form a valid and binding part of the aforesaid RfP document. The Trust is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Trust's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also hereby confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

12.7 Form 7: Letter of Competence

(To be executed on a non judicial stamp paper of requisite value)

This is to certify that we [*Insert name of Bidder*], address are fully competent to undertake and successfully deliver the services as per scope mentioned in the above RfP. This bid is being submitted after fully understanding the objectives of the project and requirements of providing the services as mentioned in the captioned RfP.

We certify that the quality and number of resources to be deployed by us will be adequate to deliver the services professionally and competently within the prescribed time frame and Service Level Agreements (SLAs).

We also certify that all the information given by us in response to this RfP is true and correct.

Thanking you,

Yours sincerely,

Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

12.8 Form 8: Deed of Indemnity Format

We, (name of the company and address of the registered office), do hereby execute this Deed of Indemnity on _____ (date) in favor of CGTMSE. We hereby undertake to indemnify, protect and save the Trust and will hold the Trust harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting, directly or indirectly from

1. an act of omission or commission of ourselves or any of our employees in the performance of the services provided in terms of this RfP;
2. breach of any of the terms of this RfP or breach of any warranty or terms of maintenance services or
3. any false statement or false representation or inaccurate statement or false assurance or covenant made by us;
4. bonafide use of the deliverables and / or services provided by us;
5. infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project;
6. claims made by the employees, who are deployed by us, under the contract to be executed in terms of this RfP;
7. breach of confidentiality obligations either by us or by our employees;
8. negligence or gross misconduct solely attributable to us or to any of our employees appointed by us for the purpose of any or all of the obligations under the agreement to be executed in terms of this RfP.

We further undertake to indemnify the Trust against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Trust notifies us of such loss or damage in writing (ii) we should be allowed to defend such claims or cases and all related settlement negotiations.

We further undertake responsibility for any loss of data, loss of life, etc, due to acts of our representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. We furthermore undertake to indemnify the Trust (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Bidder with Laws / Governmental Requirements.
2. Intellectual Property infringement.

3. Negligence and misconduct of the Bidder and its employees.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. Loss of data.

Indemnity would be limited to court awarded damages and shall include indirect, consequential and incidental damages. Further, indemnity would cover damages, loss or liabilities, compensation suffered by the Trust arising out of claims made by its customers and/or regulatory authorities.

We further undertake to indemnify, protect and save the Trust against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of the software and other systems supplied by us to the Trust from whatsoever source, provided the Trust notifies us in writing. However, (i) we shall be provided sole control of the defense and all related settlement negotiations (ii) the Trust provides us with the assistance, information and authority reasonably necessary to perform the above and (iii) the Trust does not make any statements or comments or representations about the claim without our prior written consent, except where the Trust is required by any authority / regulator to make a comment / statement / representation.

Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

12.9 Form 9: Non-Disclosure Agreement Format

(Sample Format – To be executed on a non-judicial stamp paper of requisite value)

WHEREAS, We, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “Implementation of Guarantee Management System” as per scope defined in the RfP No.28 /CGTMSE/2019-20 dated May 06, 2019 for ‘Implementation of Guarantee Management System’ for Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), having its office at 6th Floor, Swavalamban Bhavan, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 (hereinafter referred to as the TRUST) and;

WHEREAS, the COMPANY understands that the information regarding the Trust’s infrastructure shared by the TRUST in their Request for Proposal is confidential and/or proprietary to the TRUST, and;

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Trust’s properties and/or have access to certain plans, documents, approvals, data or information of the TRUST;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the TRUST to grant the COMPANY specific access to the TRUST’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the TRUST, unless the COMPANY has first obtained the TRUST’s written authorisation to do so;

The COMPANY agrees that information and other data shared by the TRUST or, prepared or produced by the COMPANY for the purpose of submitting the offer to the TRUST in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the TRUST, to anyone outside the TRUST;

The COMPANY shall not, without the TRUST’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the TRUST in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the TRUST and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

12.10 Form 10: Format for Acceptance Letter for Offer of the Trust

To

The Deputy General Manager

Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE),
6th Floor, Swavalamban Bhavan,
G- Block, Bandra-Kurla Complex,
Bandra (East),
Mumbai - 400 051

Dear Sir

Re: Implementation of Guarantee Management System

We hereby acknowledge with thanks the offer of the Trust to us for
“**Implementation of Guarantee Management System**” for its internal use.

We hereby agree that

1. We shall carry out the tasks required for “**Implementation of Guarantee Management System**” as generally defined and described in the RfP Document, on the terms and conditions mentioned in the RfP Document.
2. We shall abide by the terms & conditions as set out in the RfP document.
3. We shall execute the following documents as required:
 - a. Deed of Indemnity
 - b. Contract setting forth the terms of the offer and acceptance
 - c. Non-disclosure agreement
 - d. Any other undertaking or documents, as may be required by RfP document

Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

12.11 Form 11: Bank Mandate Form

(To be submitted in Duplicate)

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Borrower / vendor / supplier: _____
Vendor Udyog Aadhar (if available) _____

2. Address of the Borrower / vendor / supplier:

City _____ Pin Code _____
E-mail id: _____
Phone No. with STD code: _____
Mobile No.: _____
Permanent Account Number _____
MSME Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR¹ cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE ²	For RTGS transfer	For NEFT transfer	
GSTIN Number			

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT.**

Place : _____
Date : _____

Signature of the party / Authorized Signatory

.....
.....

Certified that particulars furnished above are correct as per our records.

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

N.B.: RTGS/NEFT charges if any, is to be borne by the party

^{1, 2}: Note on IFSC / MICR

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

12.12 Form 12: Performance Bank Guarantee

(To be executed on a non judicial stamp paper of requisite value)

(This is a sample format and final contents are subject to Verification before execution of the document)

BANK GUARANTEE

Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE),
6th Floor, Swavalamban Bhavan,
G- Block, Bandra-Kurla Complex,
Bandra (East),
Mumbai - 400 051

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), a Trust setup by Govt. of India and Small Industries Development Bank of India, and having its Office at 1002-1003, 6th Floor, Swavalamban Bhavan, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 (hereinafter called the CGTMSE) having agreed to award a contract to M/s. < **Vendor Name** > having its office at < **Vendor's Office Address** >, (hereinafter called "the Service Provider") for "Implementation of **Guarantee Management System** " on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and CGTMSE (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank Guarantee for 10% of the contract value i.e. ₹. _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) _____, having its principal/ registered office at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) _____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No _____ in favour of **Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)**

1. We, do hereby unconditionally and irrevocably undertake to pay to CGTMSE, without any demur or protest, merely on receipt of a written demand in original before the close of Bank's business hours on or before _____, at our counters at (Bank address) _____ from CGTMSE an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the CGTMSE regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to CGTMSE such sum not exceeding the said sum of ₹. _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "Implementation of **Guarantee Management System**" to CGTMSE in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure. agreement or by any such matter or thing whatsoever which under the law relating to sureties

would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____.

3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
4. We undertake to pay to CGTMSE all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that CGTMSE shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by CGTMSE against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of CGTMSE or any indulgence by the CGTMSE to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____.
6. The liability under this guarantee is restricted to ₹. _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (Bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Trust and hold full and valid Power of Attorney granted in their favour by the Trust authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹ _____ (Rupees _____).
- 10.10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

11. We, (Bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of CGTMSE in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (Bank name & place) under this guarantee is restricted to a maximum total amount of ₹ _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (Bank name & address) _____, delivered by hand, courier or registered post, prior to close of Banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (Bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (Bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to ₹ _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)”
15. All claims under this guarantee will be made payable at (Bank name & address) _____ by way of DD payable at Mumbai

In witness whereof we have set and subscribed our hand and seal
this day of, 2019.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : 1) Name.....

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....

12.13 Form 13 : Pre-Contract Integrity Pact

[To be included in Eligibility Bid Envelope]

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

PRE CONTRACT INTEGRITY PACT

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place__ on ---- day of the month of -----, 2019 between Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), a Trust setup by Govt. of India and Small Industries Development Bank of India, and having its Office at 1002-1003, 6th Floor, Swavalamban Bhavan, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051(hereinafter called the “BUYER”/CGTMSE / Trust, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s - -- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes for Implementation of Guarantee Management System (GMS) Solution_and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that

their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

2 Commitments of the BUYER

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facia found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.10,50,000/- (Rupees ten lakh fifty thousand only)** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
 - (ii) A confirmed guarantee by an Scheduled Commercial Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
 - ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate

of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

7.1 The 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.

8 Independent Monitors

8.1 Bank has appointed Shri. Ashok Sinha (IAS rettd.) as an Independent External Monitors (IEM) (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows :

Shri Ashok Sinha, (IAS Retd.)
13 Yayati, Sect-58A, Nerul (West)
Palm Beach Road,
Navi-Mumbai 400706
Email Id – asinha51@gmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings

8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11 Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this integrity Pact, at _____ on

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

CGTMSE

Witness

Witness

1. _____

1. _____

2. _____

2. _____

12.14 Form 14 : Statement of deviations

[To be included in Eligibility Bid Envelope]

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

CGTMSE may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by CGTMSE will not entitle the bidder to submit a revised commercial bid.

Further, any deviation mentioned elsewhere in the response other than in this format shall not be considered as deviation by CGTMSE.

IMPLEMENTATION OF GUARANTEE MANAGEMENT SYSTEM (GMS) SOLUTION			
List of Deviations			
(RfP No.28 /CGTMSE/2019-20 dated May 06, 2019)			
S. No.	Clarification point as stated in the tender document	Page / Section Number in RfP	Comment/ Suggestion/ Deviation
1.			
2.			

Date: _____ Signature of Authorised Signatory: _____

Place: _____ Name of the Authorised Signatory: _____

Designation : _____

Name of the Organisation: _____

Seal : _____