UDAAN

Credit Guarantee Fund Trust for Micro and Small Enterprises

Setup by Govt. of India and SIDBI

cgtmse

ओरेकल क्लाउड इंफ्रास्ट्रक्चर सेवाओं और प्रबंधित सेवाओं के लिए सेवा प्रदाता के चयन के लिए प्रस्ताव का अनुरोध

Request for Proposal for Selection of Service Provider for Oracle Cloud Infrastructure Services and Managed Services

Credit Guarantee Fund Trust for Micro and Small Enterprises

7th Floor, SIDBI Swavalamban Bhavan, Avenue 3, Lane 2, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

(RfP No. 09/CGTMSE/2021-22 dated April 07, 2021)

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.

Additional Disclaimers:

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RFP has been provided to the best of knowledge of CGTMSE and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFP is based on the internal decisions taken by the CGTMSE and is expected to undergo changes in future. This RFP includes statements which reflect various assumptions and assessments arrived at by CGTMSE in relation to the project. Information provided in this RFP is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

3. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of CGTMSE. In case any major revisions to this RFP are made by CGTMSE within seven days preceding the last date of submission of the Proposals, CGTMSE may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither CGTMSE nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

4. CGTMSE, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any

law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.

5. It may be clearly noted by the bidder that the RfP rates should be kept valid for one year from the date of bid opening and bidder is bound to deliver at the bided rates for the period of 5 years from the date the agreement. In any instance or event of deviation of utilization or cancelling the proposed lift and shift of CGS applications and DB, CGTMSE shall have right to cancel this RfP and re-issue a fresh RfP incorporating the changes, even post submission of bids. CGTMSE holds a complete right and discretion in this regard.

Contents

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 Oracle Cloud Infrastructure Services and Managed Services (CSMS) for existing Credit Guarantee System (CGS) and future development / enhancement of new applications / modules**".**

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" / "trust" (These words shall mean the same and will be used interchangeably in document hereby) 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	Date of publishing of RfP	April 07, 2021
2	Last date and time for receipt of written queries for clarification from bidders	April 12, 2021 (11:00 AM)
3	Pre-Bid Meeting	April 12, 2021 (04:00 PM)
4	Last Date and Time for Bid Submission	April 23, 2021 (04:00 PM)
5	Date and Time of Bid Opening	April 23, 2021 (4.30 PM)
6	Bid Submission Mode	Physical or Electronic both mode of bids will be accepted.
7	Place of opening of Bids	Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), 7th Floor, SIDBI Swavalamban Bhavan, Avenue 3, Lane 2, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051. Bid opening and technical presentation will take place virtually.

8	Address for communication (Trust)	The Chief Officer – Information Technology, Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), 7th Floor, SIDBI Swavalamban Bhavan, Avenue 3, Lane 2, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.
9	Tender Cost	₹5,000/- (Rupees five thousand only) Tender Cost should be enclosed with the Technical Bid.
10	Earnest Money Deposit	₹5,00,000/- (Rupees Five lakh only) in the form of Demand Draft / Bank Guarantee in favour of CGTMSE payable at Mumbai. EMD should be enclosed with Technical Bid.
11	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 and E-mail
12	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 Commercial Bid.
13	CGTMSE – Contact Details	Harish Gupta, Chief Officer – Information Technology 022 67531261 | harishg@cgtmse.in Jigar Shah Chief Operating Officer 022 67531236 | jigar@cgtmse.in

1.2   Online Pre-bid Meeting

The Bank shall hold an online pre-bid meeting over **MS TEAM** for Business on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.

It would be the responsibility of the Bidders representatives to join the online meeting.

While sending the clarifications/ queries to the Trust, bidders should mention, without fail, the contact details viz. Name, Official E-mail Id, and Mobile Number of the representative who would be attending the meeting. **Trust shall send meeting invite only to the persons whose details have been shared with the Trust latest by 11:00 AM on April 12, 2021.**

In case, the meeting invite is not received by any of the designated representatives latest by 12:00 Noon on April 12, 2021, he/ she should call or mail to Trust's designated officials whose details are given in 'Critical Information' sheet.

Clarification sought by bidder should be made in writing [Letter – duly signed scanned copy only / E-mail etc.] and submitted on or before the date as indicated in the Critical Information sheet.

Trust has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Trust, together with amendment/ corrigendum to the bidding document, if any, will be posted on the Trust's (www.cgtmse.in) website within 02 working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

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.

1.3   For Respondents Only

1.3.1 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 / Partnership Firm / LLP and no other person or organization.

1.4   Confidentiality

1.4.1 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 based on 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.

1.5   Costs to be borne by Respondents.

1.5.1 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.

1.6   No Legal Relationship

1.6.1 No binding legal relationship will exist between any of the Respondents and

CGTMSE until execution of a contractual agreement.

1.7 Recipient Obligation to Inform Itself

1.7.1 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.

1.8 Evaluation of Offers

1.8.1 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.

1.8.2 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.

1.9 Acceptance of Selection Process

1.9.1 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.

1.10 Errors and Omissions

1.10.1 Each Recipient should notify the Trust of any error, omission, or discrepancy found in this RfP document **but not later than 5 (Five) working days** prior to the due date for submission of bids.

1.11 Acceptance of Terms

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

1.12 Request for Proposal

1.12.1 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.

1.12.2 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.

1.12.3 Respondents should provide details of their contact person, telephone, email and

full address(s) of bidder to ensure that replies to RfP could be conveyed promptly.

1.12.4 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.

1.12.5 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.

1.13   Notification

1.13.1 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 and Purpose

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.

The purpose of RfP is to shortlist a vendor by the Trust for providing hosting and managed services with Oracle Could Infrastructure (OCI) & Disaster Recovery (DR) Centre at different seismic zone (lower than the seismic zone of Data Centre location) in India, and services for Data-center Migration and Managed Service for DBA, Middleware and Instances to CGTMSE for a period of 05 years, extendable for a maximum period of 02 years on the same terms and conditions.

Proposals are invited from vendors for providing services to host the CGTMSE business applications and database on cloud along with the managed services. The bidder should be partner of **M/S Oracle India Private Limited (OEM) for Oracle Cloud Infrastructure** and have experience in hosting cloud services and providing managed services. 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. 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'.
- "CSMS" means "Cloud Services & Managed Services"; The term "Solution" is used interchangeably in this RfP meaning the combination of "Cloud and Managed Services".
- 'Prime Bidder' or 'Vendor' means the respondent to the RFP document who will be the entity responsible for the complete delivery of Solution / Services as scoped in this RFP. It may also be noted that in this document "Solution" shall mean and be used interchangeably as "Cloud and managed Services".
- '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 "Cloud Services & Managed Services" which would be used by Borrowers/MLIs / CGTMSE.
- 'Portal' refers to CGS applications.
- 'DBMS' is Database Management System
- "CSP" is cloud service provider which is Oracle Cloud Infrastructure (OCI) only; together they shall be combinedly known and addressed in this document as "service provider"; Here, service provider shall be the bidder applying for the RfP and all the criteria, obligation, roles and responsibilities shall be borne and applicable on the bidder/applicant, all the obligation and liabilities to perform and execute the RfP shall rest upon the bidder only. No joint venture, Sub-Contracting and consortium is permitted under this contract / tender.
- BFSI means Banking, Financial services and Insurance Companies / entities.
- "MSP", "Service provider"," Bidder" and "vendor" shall mean the same and will be used interchangeably in this document / RfP.

4.   Scope of Work and Deliverables

4.1   Objective and Background

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 its endeavour to expand the MSE credit market, trust is creating new working models to bring more awareness about the scheme to end beneficiaries, make the process seamless and in the process make it more effective for all the stakeholders, the MLIs, the borrowers and trust.

The bidders need to understand Trust's approach behind setting an objective to opt for cloud service as:

- Availability of "IT infrastructure on demand" for hosting
- Aggregation of IT infrastructure (Hardware, Storage and Networking) and management resources
- Optimal utilization by sharing of IT infrastructure resources to meet individual peak loads.
- Standardization of systems: Auto-scalability, Faster implementation cycle time and Stable and predictable physical and technical environment
- Reduced administrative scope for CGTMSE by avoiding necessity of procurement, vendor management, addressing the technical issues etc.
- Cost based on actual usage, thus leading to reduced cost of infrastructure creation, monitoring, management for CGTMSE. The bidder needs to enter the commercial bids on basis of this.
- Enhanced reliability and security of information system through centralized management of IT infrastructure by adopting the necessary measures and practices, such as:
  - o Dynamic Scalability
  - o Centralized and simplified management
  - o Improved quality of data management
  - o Zero risk of data loss
  - o Availability of system and data – 24x7x365 / Or as per given plan
  - o Better management of security and access control
  - o Guaranteed service levels

CGTMSE currently have servers hosted under co-location model with private data-center service provider. Details of current setup is mentioned in subsequent section of this document.

4.2   Current Setup

4.2.1 Hosting IT Infrastructure:

Currently CGTMSE's following IT Infrastructure is co-located at a 3rd party Data Centre in Navi Mumbai and DR in Bangalore with the same service provider.

Following diagram presents the high-level indicating diagram for bidders' reference-
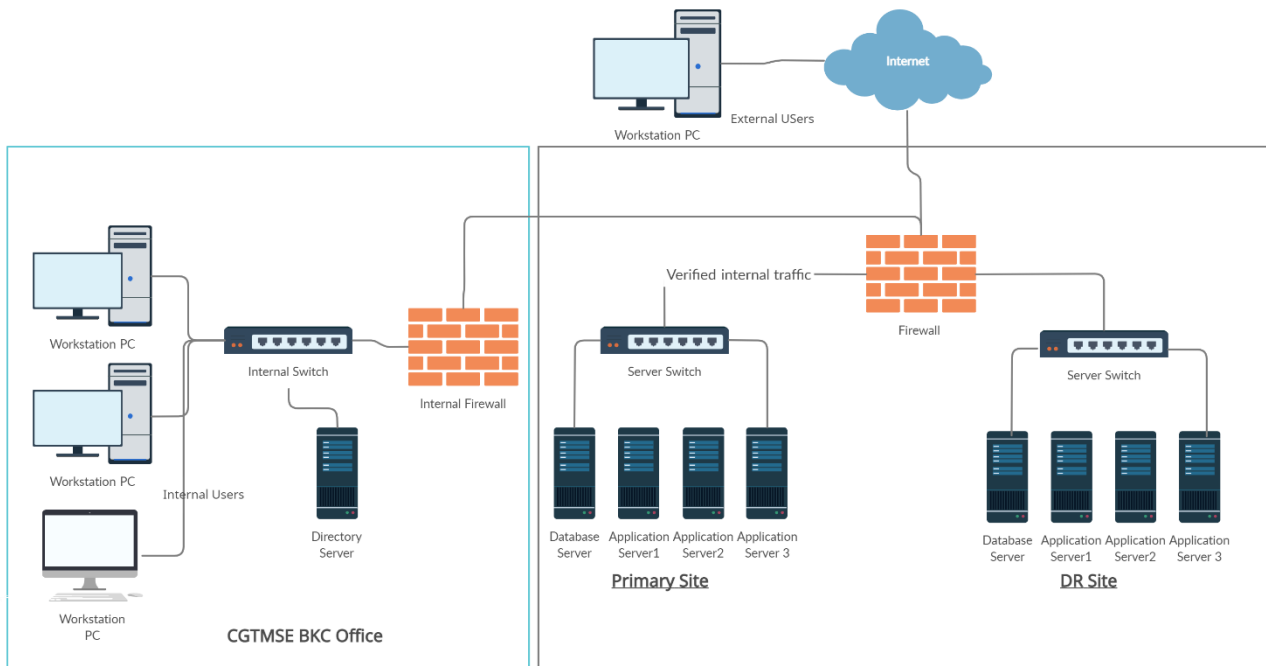
4.2.2 Details of the Servers/ Middleware/ Databases:

The below details are given for information only and to enable the bidders to understand the existing server setups, application & Database solution used in CGTMSE.

Primary Data Centre Details are as below -

Sr No	Hardware Configuration	Server	OS
1	Quad Core Intel Xeon X5687@3.6 GHz, 128GB RAM, 2*300 GB HDD with RAID 1	JBOSS 5.0.1 Application Server	Windows 2008 R2 Enterprise
2	Quad Core Intel Xeon X5687@3.6 GHz, 128GB RAM, 2*300 GB HDD with RAID 1	JBOSS 5.0.1 Application Server	Windows 2008 R2 Enterprise
3	Intel Xeon E5-2623 v4, 1,128GB RAM, 32 GB HDD with 2x600GB	JBOSS 5.0.1 Application Server	Windows 2008 R2 Enterprise
4	Intel(R) Xeon(R) CPU E5-2637 v4 @ 3.50GHz, 192 GB RAM ,2.4 TB hard disk Raid 1	Oracle 11g Enterprise (Edition 11.2.0.4.0 - 64 Bit)	Oracle Linux 7.3 64bit

DR Site Details are as below -

Sr No	Hardware Configuration	Hostname	O/S
1	2 x Intel(R) Xeon(R) CPU E5-2640 v3 @ 2.60GHz , 128 GB Ram, 1.2 Gb hard disk	Oracle 11g Enterprise (Edition 11.2.0.4.0 - 64 Bit)	Oracle Linux 7.3 64bit
2	2 x Intel(R) Xeon(R) CPU E5-2670 0 @ 2.60GHz, 32 GB Ram,300 GB x 4 hard disk(Raid-5)	JBOSS 5.0.1 Application Server	Windows 2008 R2 Ent. 64bit , Hyper-V
3	1 x Vcpu , 8 Gb Ram, 80 Gb hard disk	JBOSS 5.0.1 Application Server	Windows 2008 R2 Ent. 64bit
4	1 x Vcpu , 8 Gb Ram, 80 Gb hard disk	JBOSS 5.0.1 Application Server	Windows 2008 R2 Ent. 64bit

Database and Application Details are as below -

Databases		
Database & Version	**No. of instances & approx. Size (DC & DR)**	**Purpose**
Oracle 11g Enterprise (Edition 11.2.0.4.0 - 64 Bit)	02 Database with each of 350 GB approx. size (INTER and INTRA) at DC and DR respectively	Both the databases are created on same database server and catering to each of the Three applications viz. Internet, Intranet and NBFC) with JBoss as the web server.
Web Servers → JBoss and IIS		
Development Tools → Java/ JSP / Struts 1.2 and Spring 3.0		
Antivirus S/w → Existing service provider has installed FortiClient Antivirus Ver.12 part of the security services.		
Non-Production install base – UAT and Dev environments are maintained by CGTMSE in-house.		

Shared firewall, server hardening, VAPT, patch management and other security services are subscribed from the current service providers and have been proposed to be subscribed in the new contract also. At any time during the tenure of the contract, if CGTMSE adds any security infrastructure as an additional service, the vendor is expected to configure the links and make accessible the network links through the security infrastructure.

4.3   Scope of Service (Including hosting Infrastructure, Security & Managed services etc)

Bidder is required to arrange for cloud-based infrastructure on Oracle Cloud Infrastructure (OCI) to host the said applications and databases. Infrastructure will include, but not limited to, server, security, network, storage, access of the solution through the internet. Licenses required for Operating system and database server etc., if any, pertaining to requirement of CGTSE's business applications shall be procured by bidder as per the component rates mentioned in their respective commercial bids; the installation and implementation of all these licenses shall be the responsibility of bidder.

During the engagement in case any additional software licenses are required under optional service rate contract, the same is to be arranged by the Bidder at rates agreed upon by CGTMSE with the OEM / license provider. The responsibility of procurement and installation of these licenses will remain with the Bidder. Bidder has and will require to have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware, and software to enable it to provide the Services mentioned in this RFP.

In addition to the aforementioned objectives, The general requirements which bidder needs to fulfil shall be:

1. Bidder is required to arrange for cloud-based hardware infrastructure to host the proposed solution. Infrastructure will include server/VMs, information security, network, storage, secured access of the solution through the internet.

2. The Bidder has to offer the Infrastructure through a managed cloud for hosting applications on Oracle Cloud Infrastructure services (Bidder shall be responsible in this arrangement and needs to indemnify trust for any loss or damage). As per the current policies / requirement the data on Oracle Cloud Infrastructure (OCI) should be physically residing in India and bidder shall have to adhere by all the data compliance policies set by the government and/or relevant authorities including RBI and Ministry of Electronics and Information Technology (MEITY). All these responsibilities will be of the bidder and CGTMSE will only deal with the bidder. Bidder and OCI shall be liable for any loss to CGTMSE due to data loss, data security lapse etc and shall be

indemnifying the trust for the same. The bidder will by the Single Point of Contact (SPOC) for all purposes of delivery as per scope of the project.

3. Making provision for computing resources (as agreed with OCI) in the cloud to handle the software delivered and its implementation. There should be environments in the OCI to address requirements 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.

5. The production system should be configured for high availability (in line with the RPO / RTO). The proposed cloud 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 (DR) sites will be hosted in two different seismic zones and DR should be in lower seismic zone than of Data Centre location in India.

7. Bidder will ensure the hosting continuity at agreed datacenters (DC and DR both) only, Bidder and Oracle both will not be authorised to move / shift the CGTMSE's instances to any other data center without prior written permission from CGTMSE.

8. The Bidder will ensure all the licenses and instances on Oracle Cloud Infrastructure (OCI) are in the name of CGTMSE only.

9. 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 and OEM both.

10. The entire cost of Implementation / Lift and Shift / customization / managed service efforts, if any, is required to be included in the Price Bid and CGTMSE will not pay any additional cost for such effort till user acceptance of the services is done. This includes customization of all statutory, Security, regulatory, and ad-hoc activity as required by CGTMSE.

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 cloud service must be provided to the internal IT Infra Team as per requirement of CGTMSE. Bidder will deliver training content in digital form.

13. The date of managed service / warranty / AMC will start from the date of Go-Live of the services and is fully operational in/by CGTMSE and will continue for a period of five (5) years from Go-Live. During the managed service / warranty / AMC period, the Bidder will have to provide the Support for the Database, Cloud Instance and Any issue pertaining to OCI hosting and Databases, as and when required by the trust as part of contract.

14. In addition, the service provider will be responsible for Cloud Service Provisioning Requirements, Data Management, Operational Management, Cloud Network Requirement, Cloud data center specifications, Cloud Storage Service Requirements, Application Hosting Security, Cloud Hosting Security, Backup Services, Licenses of

Database and Operating Systems or any other software required for delivery of the services, antivirus, Database Support Service, and Helpdesk Support from Cloud Service Provider, Managed Services and cyber security.

15. Bidder shall be providing various services like managed hosting (VM instances, storage, security), auto scaling, network firewall, patch management, server administration, database administration, back-up and restore services etc…

16. Data Migration (only when and where applicable) – Bidder has to arrange for migration of data from the current environment to the new environment.

The Bidder will have to rollout the project in three phases. The cloud resources/services that need to be commissioned during each phase are as given below -

- **Phase I** Provisioning of
  a) Data Centre & DR
  b) IT Infrastructure installation of DC&DR
  c) Network Connectivity
- **Phase II** Migration of the application and database on the OCI Cloud environment
- **Phase III** Operational Acceptance - Operation and Maintenance will start from the day and date of issuance of Go-live Sign-off by CGTMSE. This will be start for a period of 5 years from Go-live (Billing of Managed Services).

The detailed phase wise implementation which Successful bidder needs to execute post awarding the contract:

Phase 1. Discovery, Design, Provisioning of IT infrastructure and setup of Cloud

i. The Successful Bidder will be responsible for complete discovery, design, and provisioning of required IT infrastructure for hosting CGTMSE's applications and database. The Successful Bidder will examine the CGTMSE's application landscape that needs to be hosted on cloud infrastructure. This activity will enable the Bidder to gauge the Application workloads criticality & complexity before provisioning managed hosting services in cloud and the Network Connectivity required. Bidder will study the existing application for mobility to cloud. The Successful Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage and services for hosting. Indicative basic requirement has been given in the commercial sheet attached hereby for better requirement understanding by the bidder.

ii. The Bidder shall be responsible for migration of the applications and database on the Cloud infrastructure, as required by trust.

iii. The application software, the necessary licenses for deploying applications ecosystem comprising of the above work streams, will be procured by bidder. Any additional licenses pertaining to Databases and Operating systems will be installed by the Bidder.

iv. The Bidder shall be responsible for provisioning of adequate Internet Bandwidth and connectivity at the DC & DR, including termination devices, for end users to access the applications. Additionally,

- The Bidder will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls etc...) to ensure accessibility of the servers as per defined SLA's.
- The Bidder shall provide backup solution and shall ensure zero data loss as per given RPO / RTO.
- The Bidder shall be responsible for ensuring security of CGTMSE applications and databases from any threats and vulnerabilities. The Bidder shall address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion prevention/detection(IPS/IDS), content filtering and blocking, virus protection, even logging & correlation and vulnerability protection through implementation of proper patches and rules.
- The Bidder shall be responsible for provisioning of bandwidth for replication of data between the DC site and DR Site. The SLA for the replication of data will be attributed to the Bidder. The RPO and RTO shall be as per mentioned in this document.
- Dedicated network connection between DC & DR / Private Link should be on basis of RPO and RTO.
- The infrastructure provisioned by the Bidder must be agile and scalable and shall allow CGTMSE to add/reduce cloud resources / computes / services on demand basis and the payment shall be made on actual usage basis.
- The service solution needs to provide the ability for CGTMSE IT Administrators to automatically provision the services via a Web Portal (Self Provisioning), provide metering and billing to monitor service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential the cloud platform to be offered.
- The Bidder shall provision monitoring tools for measuring the service levels, application performance and utilization, server performance and utilization, storage performance and utilization and network performance and utilization. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the Bidder.
- The Application development team/s from CGTMSE / the Application vendor will provide the related system configurations to the Bidder for integration with Cloud Services during the deployment of the applications on cloud.
- Load balancer: Horizontal and vertical scalability should be enabled as multiple servers are to be proposed to be utilized as and when required basis under optional rate contract services.
- The Cloud infrastructure and CGTMSE data must be maintained ONLY at the location of the identified Cloud hosting site. Data can only be moved to other site / OCI facility within India in case of any emergency with prior approval of CGTMSE.
- The Bidder should prepare and submit a detailed implementation plan with mapping of infrastructure at DC site and DR site including following parameters:
  o Server Provisioning
  o Storage Requirements
  o Network interfaces requirement

- o Network throughput requirement
- o Adequate Power and Backup requirement
- o Failover mechanism for replication links

On acceptance of implementation plan by CGTMSE the Bidder shall implement the cloud solution and offer for testing.

Phase 2 Migration of the application and database on the new OCI Cloud environment, Migration Testing and Production Migration both are to be performed in this phase. Bidder will have to provide the complete plan of action activities wise – day wise plan of migration.

Phase 3: Operational Acceptance of Cloud

i. Operational Acceptance activity shall start Post Go-Live, in this phase delivery validations will be done in a period of 30 days or up-to satisfaction of CGTMSE IT Vertical, in these 30 days bidder will ensure Hypercare support of hosted environments, applications and databases.

- a. M/s Oracle India Private Limited will depute a customer success manager who will be available throughout the project and will also help in this validation of delivery.

ii. Operational Acceptance will only be provided after completion of Hypercare support 30 days post Go-Live and below criteria -

- Switch over of application from DC to DR as per defined RTO and RPO.
- Switch over applications from DR to DC as predefined RTO and RPO.
- Complete Data Replication and Reverse Data Replication as per RPO
- Fully functional application while DR site is operational, taking into consideration the end user experience.

iii. The Bidder will have to facilitate Operation Acceptance during commissioning of the system (or subsystem[s]), to ascertain whether the system (or major component or Subsystem[s]) conforms to the scope of work. Necessary support shall be provided by the application vendor of CGTMSE.

iv. After the Operational Acceptance has completed, the Bidder may give a notice to CGTMSE requesting the issue of an Operational Acceptance Certificate. CGTMSE will:

- Issue an Operational Acceptance Certificate; or
- notify the Bidder of any deficiencies or other reason for the failure of the Operational Acceptance Test

v. Once deficiencies have been addressed, the Bidder shall again notify CGTMSE, and CGTMSE, with the full cooperation of the Bidder, shall use all reasonable endeavours to promptly carry out fullness of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Bidder shall notify CGTMSE of its request for Operational Acceptance, CGTMSE shall then issue to the service provider the Operational Acceptance, or shall notify Bidder of further deficiencies, or other reasons for the failure of the Operational Acceptance Test.

vi. If the System or Subsystem fails to pass the Operational Acceptance Test(s) even after 3 unsuccessful attempts, then CGTMSE may consider terminating the Contract and if the Contract is terminated the Performance Bank Guarantee (PBG) will be forfeited.

Scope of work - Maintenance & Support of implemented Cloud

The Bidder shall be responsible for providing 24*7*365 days managed support on DC and DR both (Within defined uptime window of VMs- mentioned in section "Computes at Primary Data Centre") for CGTMSE's Cloud infrastructure for 05 years from the date of issuance of operational acceptance by CGTMSE.

The maintenance and support will include following activities –

i. Compliance process to the defined international standards and security guidelines such as ISO 27001, ISO 20000:1, for maintaining operations of cloud and ensuring privacy of CGTMSE data.

ii. Ensuring Uptime and utilization of the cloud resources as per SLA's defined in this RFP.

iii. In the event of a disaster at DC site, activation of services from the DR site is the responsibility of Bidder. The Bidder shall develop appropriate policy, checklists in line with ISO 27001 & ISO 20000 framework for failover and fall back to the appropriate DR site. A full DR drills with reverse replication needs to be performed by the Bidder quarterly or CGTMSE proposed frequency to check disaster preparedness.

iv. The Bidder shall conduct vulnerability and penetration test on hosting environments (Virtual Machines, OS, Network, Network Appliances, Database, Middleware etc...) at their cost (from a third-party testing agency which should be CERT-IN certified) on the Cloud facility every 6 months and reports should be shared with CGTMSE. The Bidder needs to update the system in response to any adverse findings in the report, without any additional cost to CGTMSE.

v. Upgrades - Any required version / Software / Hardware upgrades, patch management etc. at the Cloud Site will be supported by the Bidder for the entire contract period at no extra cost to CGTMSE.

vi. On expiration / termination of the contract, Bidder to handover complete data in the desired format to CGTMSE which can be easily accessible and retrievable.

vii. MIS Reports - Bidder shall submit the reports on a regular basis in a mutually decided format. The Bidder shall workout the formats for the MIS reports and get these approved by the CGTMSE after awarded the contract. The following is only an indicative list of MIS reports that may be submitted to the CGTMSE:

    a. Daily reports
        i. Summary of resolved / unresolved and escalated issues / complaints.
        ii. Log of backup and restoration undertaken

    b. Weekly Reports
        i. Summary of systems rebooted
        ii. Summary of issues / complaints logged with the OEMs
        iii. Summary of changes undertaken in the Data Centre including major changes like configuration changes, patch upgrades, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.

c. **Monthly Reports**
   i. Component wise server as well as Virtual machines availability and resource utilization
   ii. Consolidated SLA / Non- conformance report.
   iii. Summary of component wise uptime.
   iv. Log of preventive / scheduled maintenance undertaken
   v. Log of break-fix maintenance undertaken
   vi. All relevant reports required for calculation of SLAs
d. **d. Quarterly Reports**
   i. Consolidated component-wise availability and resource utilization
   ii. All relevant reports required for calculation of SLAs
   iii. The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by the CGTMSE
   iv. Quarterly Business Review (QBR) will be onsite or virtual as per CGTMSE's decision

Provisioning Cloud services for additional quantities at proposed rate

The rates offered for cloud services must be valid for entire contract/project duration. No variation in the quoted rates shall be allowed during the contract period. CGTMSE will have liberty to order additional cloud service items, at the rates offered in the commercial bid and received quotation rate from Oracle or as per the procurement policy of CGTMSE. CGTMSE reserves the right to scale down and scale up the IT infrastructure. The payment would be made only on the actual usage of the IT infrastructure as per the rates provided by the Bidder in their Commercials and as per the payment terms mentioned in the RfP.

Bidder needs to provide the following: Project Planning and Management

i. **Project Schedule:** A detailed week-wise timeline indicating various activities to be performed along with completion dates and resources required for the same.
ii. **Manpower Deployment List:** A list needs to be provided with resources who will be deployed on the project along with the roles and responsibilities of each resource.
iii. **Resource Deployment List:** List and number of all cloud-based resources (including but not limited to servers (VMs), storage, network components and software components) other than manpower that may be required.
iv. **Communication Plan:** Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency.
v. **Migration Plan:** The Bidder will be required to submit a migration plan to CGTMSE for migrating the existing application on its Cloud. Necessary support will be provided by the application vendor of CGTMSE.
vi. **Progress Monitoring Plan and Reporting Plan:** Detailed Daily, Weekly, Monthly Progress Report formats along with issue escalation format. The format will be approved by CGTMSE to the successful bidder before start of the project.
vii. **Standard Operating Procedures:** Detailed procedures for operating and monitoring the Cloud site.

viii. **Risk Mitigation Plan:** List of all possible risks and methods to mitigate them.

ix. **Escalation Matrix & Incident Management:** A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems. This must be via an Incident Management system.

Key Scope for Bidder will be as below:

a) Managed Infrastructure (Servers / VM / Network / Security) – SLA Driven
b) Managed Database Administration Support – SLA Driven
c) Managed Middleware Administration Support – SLA Driven
d) Security Management

a) Managed Infrastructure (Servers / VM / Network / Security) – SLA Driven

CGTMSE is currently planning to go for 4 VMs on DC and 4 on DR as per current requirement However, CGTMSE may opt for more VMs or opt for upgrade of existing VMs in future for technological advancements, security, efficiency, better performance, new application adoption etc. So, the scope of this service mentioned hereunder shall be applicable to the currently planned VMs i.e. 4 on DC and 4 on DR or any other VMs may plan in future by CGTMSE during the contract period for the delivery of CGTMSE requirements under the scope of this tender. Services shall be applicable to the all the VMs (Current and future both) hosted for production environment at Data Centre, DR Site (as and when becomes operational) and Test and Development environment at no extra cost to CGTMSE.

Scope of work details -

- Network and Security Management: Monitoring & management of network as part of the solution, Bandwidth utilization, latency, packet loss etc.
- Call logging and co-ordination with vendors for restoration of links if need arises.
- Redesigning of network architecture as and when required by CGTMSE
- Addressing the ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion protection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.
- Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately
- Ensure a well-designed access management process, ensuring security of physical and digital assets, data and network security, backup and recovery etc.
- Adding/ Changing network address translation (NAT) rules of existing security policies on the firewall
- Diagnosis and resolving problems related to firewall, IDS /IPS
- Managing configuration and security of Demilitarized Zone (DMZ) Alert / advise CGTMSE about any possible attack / hacking of services, unauthorized access / attempt by internal or external persons etc
- Bidder shall be creating SSL / IPSec VPN tunnel and create VPN user for CGTMSE IT Admins, User rights and security around the VPN access is to be managed and maintained by Bidder only.
- Administrative support for user registration, User ID creation, maintaining user profiles, granting user access, authorization, user password support, and administrative support for directory services etc.

- Setting up and configuring servers and applications as per configuration documents/ guidelines provided by CGTMSE
- Installation/ re-installation of the server operating systems and operating system utilities
- OS Administration including troubleshooting, hardening, patch/ upgrades deployment, BIOS & firmware upgrade as and when required/ necessary for Windows, Linux or any other OS proposed as part of this solution whether mentioned in the RFP or any new deployment in future.
- Ensure proper configuration of server parameters, operating systems administration, hardening and tuning
- Regular backup of servers as per the backup & restoration policies stated by CGTMSE from time to time
- Managing uptime of servers as per SLAs.
- Preparation/ updating of the new and existing Standard Operating Procedure (SOP) documents on servers & applications deployment and hardening

b) Managed Database Administration Support – SLA Driven

As mentioned earlier in this document that CGTMSE is currently using Oracle 11g (11.2.0.4) for application delivery over web browsers like IE, Chrome, Firefox etc. However, CGTMSE may opt for other database (such as MySQL / MSSQL etc.) or opt for upgrade of existing database version (such as 11g to 19C or 21c) in future for the want of technological advancements, security, efficiency, better performance, new application adoption etc. So, the scope of this service mentioned hereunder shall be applicable to the currently used database tool i.e. Oracle or any other database tool used by CGTMSE during the contract period for the delivery of applications under the scope of this tender. Services shall be applicable to the tools hosted in production environment at Data Centre, DR Site (as and when becomes operational) and Test and Development environment at no extra cost to CGTMSE.

Scope of work details -

- Installation, configuration, maintenance of the database (Cluster & Standalone).
- Regular health check-up of databases.
- Regular monitoring of CPU & Memory utilization of database server, Alert log monitoring & configuration of the alerts for errors.
- Space monitoring for database table space, Index fragmentation monitoring and rebuilding.
- Performance tuning of Databases.
- Partition creation & management of database objects, Archiving of database objects on need basis.
- Patching, upgrade & backup activity and restoring the database backup as per CGTMSE plan / policy.
- Schedule/review the various backup and alert jobs.
- Setup, maintain and monitor the 'Database replication' / Physical standby and Assess IT infrastructure up-gradation on need basis pertaining to databases.
- Tuning of high cost SQLs and possible solution to application development team for tuning to achieve optimum database performance.
- Database as a Service (Upscaling and downscaling of database as and when required by the trust; the rates of license pertaining to database shall be applicable according to the usage)

- Version Supports (Windows and Linux) and Monitoring
- Database administration and Management (Oracle and MySQL as applicable)
- Network and Security Management
- Managed Database service should be capable of Compute scaling operations typically complete in a few minutes.
- Managed Database service should have Storage scaling on-the-fly with zero downtime.
- Manage Database service should have capabilities to create DB Clone (Production to Non-Production) / Replica with zero downtime.
- Manage Database service should support automated backup with point-in-time recovery for database instance.
- Manage Database service will automatically replace the cloud instance powering your deployment in the event of a hardware failure.
- Manage Database service cloud instance running with encryption, data stored at rest in the underlying storage is encrypted, as are its automated backups, read replicas, and snapshots.
- Manage Database service should provide out of box view key operational metrics, including compute/memory/storage capacity utilization, I/O activity, and instance connections at least.
- Manage Database service should have facility to notify via email or SMS text message of database events.
- Oracle Database Upgrade from 11G to 19C or above during the contract period
- Backup and Restore service are to be provided by Bidder as per requirement of CGTMSE, CGTMSE will share the backup plan / policy with selected bidder.
- Bidder shall hand-over database and applications backup copies Periodically to CGTMSE, CGTMSE will share the backup handover plan / policy with selected bidder.

c) Managed Middleware Administration Support – SLA Driven

As mentioned earlier in this document that CGTMSE is currently using JBoss Server (Ver. 5.0.1GA) as the web application server (Middleware) for application delivery over web browsers like IE, Chrome, Firefox etc. However, CGTMSE may opt for other middleware tools in future for the want of technological advancements, security, efficiency, better performance, new application adoption etc. So, the scope of this service mentioned hereunder shall be applicable to the currently used middleware tool i.e. JBoss server or any other tool used by CGTMSE during the contract period for the delivery of applications under the scope of this tender. Services shall be applicable to the tools hosted in production environment at Data Centre, DR Site (as and when becomes operational) and Test and Development environment at no extra cost to CGTMSE.

Scope of work details -

- Service Provider shall extend the services through remote support for routine or less critical activities like parameterisation, minor patch and version upgrade, performance tuning, health check-up and log monitoring etc. However, for other major and critical activities which are of showstoppers in nature, on-site resource(s) should be deputed to take up/ address the activity/ issue. Depending on the location of DC or DR if resource is required to travel outside Mumbai/ Navi Mumbai/ Thane, CGTMSE shall bear the travel, boarding

and lodging expenses of such resources as per the itinerary/ schedule approved by CGTMSE.

- Installation, Re-installation, Configuration, Parameterisation, patch and version upgrade, performance tuning.
- Coordination with application development team or CGTMSE IT Team for the identification and resolution of application delivery, performance, and integration related issues.
- Hardening of environment from security perspective by protecting/ encrypting the critical files containing database connection credentials, critical parameters, administration consoles etc.
- Coordination with respective OEMs for any unresolved issues, if any, in case CGTMSE has subscribed to support services like ATS from the OEM.
- SSL Certificate(s) deployment, configuration, and resolution of issues, if any, while accessing the application portal over https://. SSL certificates procurement and subsequent renewals of the same shall be done by CGTMSE. However, generation of CSR and other necessary coordination for generation of SSL certificate shall be done by Service Provider.
- Fixing up security and other vulnerability issues, if any, brought out in the IS Audit Report and accepted by CGTMSE subsequent to IS Audit as and when done during the contract period.
- Preventive and proactive monitoring including periodic log monitoring and health check-up.

d) Key scope for bidder to adhere to security -

- CGTMSE's hosted infrastructure should be secured by using Intrusion detection system (IDS) and Intrusion prevention system (IPS) at network level.
- Bidder will have sole responsibility for fool-proof security of the application instances and needs to provision all tools / real time monitoring to ensure the security of the application.
- CGTMSE's hosted infrastructures shall comply with ISO 27001 Information Security Standard
- CGTMSE's hosted infrastructure shall have Authentication – Authorization – Access audit trails.
- CGTMSE's hosted infrastructure shall be protected from security breaches, vulnerabilities.
- All Service end-points-exposed over internet or internal shall be secured with at least 256 bits SSL Certificates (Certificates will be provided by CGTMSE).
- All Servers, Services, Applications / Software instances shall have hardened security and reviewed regularly.
- Any unauthorized access / attempt shall be reported immediately.
- The entire data-center network shall have multiple levels of physical, logical, and network security systems for information protection including but not limited to IPSEC Policies, Firewalls, IDS / IPS protection Systems.
- Data center and its security should be compliant with RBI / MEITY guidelines issued from time to time.
- The bidder should ensure application penetration testing twice in a year (from a third-party testing agency which should be CERT-IN certified) and reports to be shared with CGTMSE.
- Service provider should ensure that the cloud virtual resources of CGTMSE are logically separated from other tenants.

- VAPT in case of critical incident detection, Detailed report to be furnished to Client management on every VAPT cycle.
- Service provider should ensure that any OS provisioned as part of cloud virtual machine should be patched with latest security patch with prior approval of CGTMSE.
- Service provider should implement industry standard storage strategies and controls for securing data in the Storage Area Network / Block / Object Storage so that users are restricted to their allocated storage.
- Service provider should deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone (Preferably in private subnet only) with higher security layer.
- Service provider should have built-in user-level controls and administrator logs for transparency and audit control.
- Service provider cloud platform should be protected by fully managed Intrusion detection system using signature, protocol, and anomaly-based inspection thus providing network intrusion detection monitoring.
- Service provider would be responsible for proactive monitoring and blocking against cyber-attacks and restoration of services in case of attacks.
- Remote Monitoring Services for all the hosted infrastructure on DC and DR both on 24x7 basis (365 days)
- Guiding adherence on Change management cycle requirement & building up the process.
- Antivirus policy management & guidance on incident management against critical threats
- Backup policy & framework creation for CCTV footage, access management
- Recommendations on Email security implementations, AD sync, rights management, IP binding, group management,
- Recommendation, comparison, and analysis for all the procurement impacting IT infra, IT Policy & IT security policy

Tentative expected architecture of DC and DR:

Bidder shall propose and implement the best possible secure and state of the art architecture meeting CGTMSE's current and future requirements.

Technical Requirement for indicative sizing for VMs, storage and services:

Bidder shall abide by the given Bill of material as the same has been technically finalized with Oracle, Bidder may suggest the improvement till pre-bid meeting to incorporate the same in RFP.

Computes at Primary Data Centre is as below -

Sr No	Hardware Configuration	Purpose and Version	OS	Instance and Support Window
1	Intel Machine, 4 OCPU, 60 GB RAM	JBOSS 5.0.1 Application Server	Windows 2012 R2 Enterprise or above	16 hours/day x 26 days/month
2	Intel Machine, 4 OCPU, 60 GB RAM	JBOSS 5.0.1 Application Server	Windows 2012 R2 Enterprise or above	16 hours/day x 26 days/month
3	Intel Machine, 4 OCPU, 60 GB RAM	JBOSS 5.0.1 Application Server	Windows 2012 R2 Enterprise or above	16 hours/day x 26 days/month
4	Oracle Database Cloud Service, Intel Machine, 4 OCPU, 60 GB RAM	Oracle 11G (11.2.0.4) Enterprise Performance Edition 64 Bit	Oracle Linux 7.3 64bit	24 hours/day x 31 days/month
5	Block Volume - Storage (Gigabyte Storage Capacity Per Month) – 4000 GB			24 hours/day x 31 days/month
6	Object Storage – Storage (Gigabyte Storage Capacity Per Month) – 1000 GB			24 hours/day x 31 days/month
7	Oracle Cloud Infrastructure - Outbound Data Transfer	No outbound data transfer charge up-to 10TB per month		24 hours/day x 31 days/month

Computes at DR Site Details is as below –

Sr No	Hardware Configuration	Purpose and Version	OS	Instance and Support Window
1	Intel Machine, 4 OCPU, 60 GB RAM	JBOSS 5.0.1 Application Server	Windows 2012 R2 Enterprise or above	10 hours/day x 26 days/month
2	Intel Machine, 4 OCPU, 60 GB RAM	JBOSS 5.0.1 Application Server	Windows 2012 R2 Enterprise or above	10 hours/day x 26 days/month
3	Intel Machine, 4 OCPU, 60 GB RAM	JBOSS 5.0.1 Application Server	Windows 2012 R2 Enterprise or above	10 hours/day x 26 days/month
4	Oracle Database Cloud Service, Intel Machine, 4 OCPU, 60 GB RAM	Oracle 11G (11.2.0.4) Enterprise Performance Edition 64 Bit	Oracle Linux 7.3 64bit	24 hours/day x 31 days/month
5	Block Volume - Storage (Gigabyte Storage Capacity Per Month) – 4000 GB			24 hours/day x 31 days/month

| 6 | Object Storage – Storage (Gigabyte Storage Capacity Per Month) – 1000 GB | | | 24 hours/day x 31 days/month |

Actual implementation of instance config, OS versions, spinoff timeline, and instance durations will be discussed and finalized with successful selected bidder.

Responsibility Matrix

The Responsibility Matrix showing the responsibility of Bidder (MSP and CSP), Application vendor (CGTMSE) and CGTMSE is placed below: -

Sr. No	Activity	MSP	CSP	Application vendor	CGTMSE
1	Understanding Application Architecture	√	√		
2	Design of Cloud Solution	√	√		
3	Procurement of additional user Software licenses and installation	√			
4	Installation of Application Software	√			
5	Installation and updating the Operating Systems	√			
6	Installation and updating the Databases (SQL)	√			
7	Installation and updating the Firewall	√			
8	Configuration of Cloud Solution & DR	√	√		
9	Provisioning of the required hardware for IaaS Cloud	√	√		
10	Network Connectivity between IaaS Cloud and the DR site	√	√		
11	Internet Connectivity provisioning IaaS Cloud and the DR site	√	√		
12	Migration of application from existing cloud setup to new cloud	√	√	√	
13	Infrastructure testing	√	√		
14	Data Integrity testing	√	√		
15	Cloud Solution Functional Testing	√	√		√
16	Switch Over Testing (Cloud to DR)	√	√		
17	Switch Over Testing (DR to Cloud)	√	√		
18	Cloud Solution Maintenance	√	√		
19	Cloud Service Provisioning through Self Service Portal	√	√		
20	24x7x365 Support, Cloud service Provisioning, de- provisioning, updations, auto-scaling etc.	√	√		
21	Maintenance & Management of Cloud Solution & infrastructure post implementation	√	√		

The bidder either in its individual capacity shall be able to fulfil and deliver key responsibilities and scope of each Oracle and Bidder along with Cyber security services mentioned in this point 4.4 as well as eligibility criteria of clause 8.2.

4.4   Parameters and Penalty for Disaster Recovery Management

Sr No.	Parameter	Target	Penalty
1.	RTO	60 Minutes	₹50,000/- per additional hour of delay.
2.	RPO	15 minutes	₹100,000/- per additional block of 15 minutes
3.	Live Drill of DR	To be conducted every 6 months. Successful switch over and operation of application	₹50,000/- for delay of each week

4.5   Liquidated damages for default in delivery of services

A) Liquidated damages for noncompletion of work in time shall be 1% of the contract value for per week of delay, subject to maximum of 10% of contract value.

B) All the works shall progress and completed strictly within 30 days.

C) The starting time to out of the work shall be reckoned from the date of issue of the Letter of Intent.

D) At any stage during the execution of the work if the work lags behind the target indicated in the agreed project plan for reasons directly attributable to the Successful Bidder, he shall be liable to pay liquidated damages as mentioned in point (A).

E) In the event of Successful bidder's inability to complete the project by the scheduled date of completion, the SIDBI shall have the right to terminate the contract or allow the successful Bidder to continue and complete the work within specific date. In the latter case, during the period of continuation, the successful bidder shall pay liquidated damages as mentioned above.

4.6   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 soft copy / 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 4.6.1 to 4.6.4 besides uptime efficiency as mentioned in table 4.6.4 below. 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 4.6.1 Severity of Defects (Applicable on Infrastructure hosting Service and Managed services)

Defect Severity	Business Impact	Response Time	Resolution Time
S0	Issues causing severe business impact on Data Integrity, Security, and Transaction Accuracy	20 Minutes (For security it needs to be immediate response)	1 Hours - quick-fix 4 working hours – permanent resolution (For security 1 day)
S1	Issues causing high business impact on Functionality, Usability and Response Time	20 Minutes	2 Hours - quick-fix 12 Hours – permanent resolution
S2	Issues causing moderate or lower business impact on Functionality, Usability and Response Time	20 Minutes	3 Hours - quick-fix 2 working days permanent resolution

Table 4.6.2 Priorities of Defects and Resolution SLAs

Defect Priority	Business Impact due to improper functioning of Cloud and Managed services	Response Time	Resolution Time
P0	All Portal users affected. E.g. Portal is not up, or Logins are blocked, or Application request Submit is not taking place or applications not getting completed as scheduled, users are unable to transact.	20 Minutes	1 Hours - quick-fix 4 working hours – permanent resolution (For security 1 day)
P1	CGTMSE and MLI users are affected. e.g. users are not able to view reports or carry out normal functions	20 Minutes	2 Hours - quick-fix 12 Hours – permanent resolution
P2	A user is affected for minor issues. e.g. User is not able to enter / process the transaction, specific login issues, mails / alerts / SMS not being sent	20 Minutes	3 Hours - quick-fix 2 working days – permanent resolution

These SLAs are applicable for all cloud and managed services both.

Table 4.6.3 Compliance Level for SLAs
The Service Provider needs to ensure following compliance level for each of the Service Levels.

Severity or Priority Level	Resolution Time	Penalty
S0 or P0	Resolution Time <= T (As per table 4.6.1 and 4.6.2) from the time the complaint / query is reported for resolution by the helpdesk. Note- T refers to quick fix solution time referred to in 4.6.1 and 4.6.2	₹20,000/- for delay of every additional hour
S1 or P1		₹10,000/- for delay of every additional hour
S2 or P2		₹ 5,000 for delay of every additional hour

Table 4.6.4 Penalty for breach of SLAs - The penalty against SLAs would be as follows:

Parameter	Target	Basis	Penalty
Database Server Uptime (at DC and DR)	>= 99.99%	Per 0.5% breach of target. This will be calculated monthly after the Go-live of the application.	Per 0.5% breach of target penalty shall be ₹.30,000. Penalty will be deducted from the quarterly payments.
Any other hosted components Other than database server in the cloud Infrastructure service	>= 99.50%	For the SLA calculation, Bidder shall provide the detailed system generated report of Uptime provided by OEM.	

Uptime refers to availability of instances to end-users. Breach will be measured in block of 0.5%. If the uptime efficiency arrived as above is less than prescribed target uptime the difference will be converted to penalty in chunks of 0.5.

Any fractional difference less than 0.5 will be treated as 0.5 e.g. if the uptime is 99.3%, 0.5% breach equivalent penalty ₹30000 will be levied. If it is 98.1%, 1.5% breach equivalent of ₹.30000* 3 i.e. ₹.90000 penalties will be levied.

Downtime of services on scheduled downtime will not be considered for calculation of compliance level and penalty.

Downtime pertaining to factors pertaining to CGTMSE applications or factors beyond bidder's scope 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 clause 4.6 followed by Priority of Severity defects as aforementioned tables, Penalty as per 4.6.4 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.

5.   Change Management

1. CGTMSE may request, in writing, about the need for a change in the services during the contract period.

2. It may be noted that optional contracted man-month rate, as mentioned in this document, is being obtained to handle the cloud services and managed services of trust as a dedicated personnel / resources during the contract period. For details on the treatment of this resource-rates, bidders may refer to the commercial bid format.

3. A person month will comprise of 24 working days to arrive at person-day rate for broken periods less than a month. The rates are inclusive of out-of-pocket allowance,

travel etc. (Taxes and duties are as per rates applicable on the date of submission of bids).

6.   Time Frame / Tenure of the Contract

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

Bidder will have period as mentioned in timeline table below for hosting the database and application on cloud, Migration and implementing all the required policies and securities. After Go-live acceptance of the delivered cloud solution, the bidder will support and manage the cloud solution for 5 years. The project period will be of 5 years after successful implementation and acceptance of the service.

The implementation of the services is expected to be completed within 1 calendar month from date of awarding the contract. Bidder will prepare a plan of delivery and complete the project within 1 calendar month.

Post implementation and acceptance of the services, vendor will provide maintenance, support services of the solution as mentioned above.

Bidder shall have no right on data/ analysis/knowledge which may be derived directly or indirectly while migration of application / database or post the implementation.

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 plan and factor the cost accordingly in commercial bid.

7.1.2 The exercise would be completed out of bidder's premise and Trust is not expected to allocate full time working desks for resources.

7.1.3 The project manager is expected to provide update on the status of the project on Daily/Weekly basis as mutually decided.

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.

General Terms:

1. All the responsive bids will be evaluated as per the procedure detailed in– Bid evaluation methodology.
2. All the documentary proofs are to be submitted along with the bid in this regard.
3. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. CGTMSE would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
4. During evaluation, Trust at its discretion can ask the bidders for clarifications.
5. Trust may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

Arithmetic errors correction

Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

1. If there is discrepancy in the price quoted in figures and words, the price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
2. It the Bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

No Commitment to Accept Any Offer

1. The Trust reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The Trust will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
3. The bids received and accepted will be evaluated by the Trust to ascertain the best bid following the evaluation method prescribed in this RFP. However, the Trust does not bind itself to accept any Bid and reserves the right to reject any or all bids at any point of time prior to the Letter of Intent (LOI), purchase order without assigning any reasons whatsoever. The Trust reserves the right to re-tender.

Conditional Bids

Conditional bids shall not be accepted and shall be rejected straightway. If any clarification is required, the same should be obtained from the Trust before submission of bids.

Contacting the Trust

1. After opening of Bid and till the time a communication in writing about its qualification or otherwise is received from the Trust, bidder shall NOT contact the Trust on any matter relating to its Bid.
2. Any effort by the Bidder to influence the Trust in its decisions on Bid evaluation or Bid comparison may result in the rejection of the Bidder's Bid.

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.**

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.

Technical Qualification process

The Bidder would be required to cover the following but not limited to: -
- o Overall Cloud architecture including solution design
- o Project Management and Implementation Methodology
- o Migration Plan
- o Integration approach with other IT Infrastructure
- o Maintenance and Support for proposed solution
- o Risk Mitigation plan

Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an aggregate Technical score of 75% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

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

The minimum technical score required for the bidder to be shortlisted at this technical evaluation stage is 75 %. However, in case there are less than 3 Bidders who score 75% or above, CGTMSE may, at its discretion, lower the cut-off percentage by slab of 5% each time.

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 (details mentioned in clause 9.2.4)

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 For detailed terms and condition and calculation on basis of formula, please refer to the commercial sheet.

8.4.7 Process of Commercial Evaluation

1. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.
2. The date for opening of commercial bids will be separately advised.
3. The details of calculation are as given below.
4. The total cost will be calculated for the purpose of arriving at TCO (total cost of ownership) and would be used for comparing the bid prices.

There are major 3 pointers, summation of which, shall comprise of TCO for respective bidders. These 3 pointers are:

➢ **Cloud Infrastructure solution pricing** shall depend upon the bidder. Bidder may calculate his/her efforts, resources and costing as per the scope of work defined in point 4.3 as well as attached technical evaluation sheet. Bidder needs to enter the amount directly after totalling into the 3rd sheet named "TCO Sheet" against the line item named "Cloud Infrastructure Solution Pricing (5 Years)"

➢ **Managed services** including certain part of cyber security services. Bidder may calculate his/her efforts, resources and costing as per the scope of work defined in point 4.3 as well as attached technical evaluation sheet. Bidder needs to enter the amount directly after totalling into the 3rd sheet named "TCO Sheet" against the line item named "Managed Services Pricing for Project tenure (5 Years)"

➢ The last component comprising of TCO shall be the **additional component / resources / manpower / services etc** that may be required by bidder for fulfilling his/her obligation under the scope of work mentioned in this RfP in point no.4.4 as well as attached technical evaluation sheet. Some key component which needs to be mandatorily filled up by bidder are Firewall and antivirus to be added apart from VAPT services. The bidder may add up additional component / resources/ manpower / services etc which may be required by him / her as per the proposed architecture presented by him during technical evaluation.

Key Notes:

✓ The total of above mentioned 3 components shall amount to TCO.
✓ All these costs shall be inclusive all the cost, expenses, taxes
✓ These rates should be for 5 years
✓ Trust reserves the right to take any additional services / downsize service request depending upon Trust's requirement and sole discretion

5. The lowest quoted price (inclusive of all taxes) as per Annexure will be termed as L1 bid and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on.

6. Order would be placed with commercially lowest quoting bidder i.e. L1 bidder, for Mandatory services section of commercial annexure. Project cost is based on prices quoted in Commercial Sheet. The optional services may be obtained at the contracted rate as and when required by CGTMSE.

7. Bidder must note that cost of optional items has been added in TCO for arriving at commercially lowest proposal [L1]. However, CGTMSE will initially place purchase order for only the mandatory items excluding the optional items. In case of requirement in future, rate of optional items quoted in the bid will be utilized for placing purchase order separately.

9.   Terms and Conditions

9.1   General

9.1.1 The offers should be made strictly as per the formats enclosed.

9.1.2 All the documents should be digitally signed by the authorised signatory of the bidder using the valid digital signature. Signature image / scanned image of signature will not be considered as valid signature.

9.1.3 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.

9.1.4 Two copies of the bid are to be submitted, one in original duly signed by the competent authority and the other a copy thereof, if the bid process is digital, bidder needs to ensure digital signature on all the required documents.

9.1.5 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, if the bid process is digital, bidder needs to ensure digital signature on all the required documents.

9.1.6 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.

9.1.7 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.

9.1.8 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.

9.1.9 Trust may accept or reject, in full or in part, any or all the bids/offers, without assigning any reason whatsoever.

9.1.10 Trust may at its discretion abandon the process of the selection associated with this Request for Proposal (RfP) any time before notification of award.

9.1.11 The bids will be opened in the presence of authorized representatives of the

Bidders, if the bid process is digital presence will be taken on virtual meeting.

9.1.12 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.

9.1.13 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.

9.1.14 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.

9.1.15 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.

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

9.1.17 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.

9.1.18 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.

9.1.19 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.

9.1.20 Bidder is also required to submit a softcopy of the bid-documents (in .Doc 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.

Process of Commercial Evaluation

1. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.

2. The date for opening of commercial bids will be separately advised.

3. The details of calculation are as given below.

4. The total cost will be calculated for the purpose of arriving at TCO (total cost of ownership) and would be used for comparing the bid prices.

There are major 4 pointers, summation of which, shall comprise of TCO for respective bidders. These 4 pointers are:

- ➢ Mandatory Service (Cloud Hosting)
- ➢ One-time Migration Service
- ➢ Managed Support Service
- ➢ Optional Rates of Cloud Components and Man-power cost.

Key Notes:
- ✓ The total of above mentioned 4 components shall amount to TCO.
- ✓ The excel sheet has basic formulas.
- ✓ All these costs shall be inclusive all the cost, expenses, taxes, dollar hedging etc.
- ✓ These rates should be for 5 years.

✓ Trust reserves the right to take any additional services / downsize service request depending upon Trust's requirement and sole discretion.

5. The lowest quoted price (inclusive of all taxes) as per Annexure will be termed as L1 bid and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on, In case L1 doesn't respond / turn-up to start the services, CGTMSE has rights to approach L2 bidder.

6. Order would be placed with commercially lowest quoting bidder i.e. L1 bidder. Project cost is based on prices quoted in Commercial Sheet.

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 misguiding or having irrelevant additional information.

9.4.8 Based on the Trust's cloud service and managed service 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 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.

9.4.11 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.

9.4.12 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 (Including, but not limited to, software licenses, IPR infringes etc). 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.

9.4.13 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.

9.4.14 Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by CGTMSE.

9.4.15 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.

9.4.16 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 expressively 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.

9.4.17 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.

9.4.18 Responses received become the property of CGTMSE

9.4.19 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.

9.4.20 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

Bid Price

9.6.1 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

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

9.6.3 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.

9.6.4 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.

9.6.5 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.

9.6.6 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)

9.6.7 The selected Bidder will be required to provide a Performance Bank Guarantee for an amount equivalent to 3% of the contract value from a scheduled commercial bank, In case of any change in the guidelines, CGTMSE has the right to ask for the changed PBG from Bidder anytime during the contract period, subject to maximum 10%.

9.6.8 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.

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

9.6.10 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.

9.6.11 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.

9.6.12 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.

9.6.13 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.

Forfeiture of performance (BG) security

1. The Trust shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Trust's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.

2. In the event of non-performance of obligation or failure to meet terms of this RFP/Contract, the Trust shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

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.

Payment term for Cloud and managed services

Phase	Description	Payment term - % shall be strictly on quarterly basis;
I	One-time data-center Migration cost	75% on Post Go-live sign-off by CGTMSE. 25% Post completion Operation Acceptance by CGTMSE.
II	Managed Support for Database, OCI Instances and Middleware - SLA Driven	Quarterly – On Completion of Quarter (Jan-Mar, Apr-June...) [Total Managed Service Cost for 5 years / Number of Quarters in Contract Period]

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.

The above payment structure shall be for application delivery; For other services including cloud service, hosting etc., but not limited to, shall be on actual usage / monthly basis.

Payment in case of termination of project

1. The cost of services would be paid based on pro-rata basis for the portion of services completed as analysed and deem fit by the Trust at its sole discretion.

9.8   Termination Clause

9.8.1 CGTMSE shall reserve the right to terminate the contract by giving 60 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.
  vi. In the event of Managed service provider / bidder losses the status of being Certified Oracle partner under any circumstances, CGTMSE reserves the rights to continue with OCI and change the managed service provider (who is authorised Oracle partner for Oracle cloud infrastructure service).

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 service knowledge, software, data with all relevant configurations of the setup to the new service

provider as decided by CGTMSE.

9.10   Ownership of Data

9.10.1 Data residing on the cloud for entire portal belongs to trust and will be owned by CGTMSE. Bidder will hand-over the entire set of data, as and when demanded by CGTMSE. First such set will be handed over to CGTMSE after acceptance of the whole solution by CGTMSE. If required, Trust may ask for data at any time being hosted on the server.

9.10.2 All the credentials shall be shared with Trust on monthly basis for all the licenses, cloud credentials, admin logins etc, but not limited to, and shall always be bonded to share the latest credentials required by trust at any point of time.

9.10.3 All the licenses, required and utilized for implementation and managing cloud services for trust's data may be procured at bidder's name during the term of this project by bidder, at their cost. However, during any point of time during the tenure of the project or post completion of the same, upon Trust requiring getting the name of the ownership of such licenses to be changed in their favour, bidder shall do the same immediately without any resistance or objection. The bidder shall continue bearing the cost of such licenses till the duration of this project (5 years post going live).

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 from 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 cancel, scrap or 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 & Subcontracting

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.

9.16.2 Subcontracts: The successful bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the Trust's prior written consent.

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 / e-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 be using / utilizing different software/ hardware/ services etc., 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 indirect or 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(Statement

of Work) 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 any case, any of the services should not be further

outsourced/ assigned/ subcontracted to other vendors unless written permission of trust, failure to which, 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 and immediately revoke those services from subcontractor, if deem fit by the trust.

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 upon exclusive jurisdiction 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, on contract personnel, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Trust as a result of:

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), conflict of interest, non-solicitation and Non-compete

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.

9.28.2 The cloud and managed services for the purpose and the form in which such portals may assumed during the course of operation, development and deployment, are proprietary assets of CGTMSE with all intellectual property and associated rights. Therefore, it agreed that:

a. The Bidder shall hold Trust's interests' paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the bidder shall promptly disclose the same to the CGTMSE and seek its instructions

b. The Bidder shall not enter into any arrangements or agreements or transaction(s) whatsoever, with any third party for development of similar kind of portal using

proprietary rights of CGTMSE and confidential information and trade secrets which it may become privy during the course of the project as well as 2 years post completion of project tenure.

c. For the purpose of this clause the term "Confidential Information" means information about the Trust/CGTMSE and identity of Customers, Customer Prospects, and/or Vendors that is not generally known outside CGTMSE, which the Bidder will learn of in connection with the project. Confidential Information may include, without limitation: (1) policy, technique, software, programmes, ideas, information, and working of the portal, (2) policies, finances, and business plans; (3) financial projections, (4) information relating to the product roll-outs; (5) customized software, marketing tools, and/or supplies that will be provided access to by CGTMSE to the Bidder and/or will create; (6) any information relating to names, addresses, and telephone numbers of Customers, Customer Prospects, and/or Vendors, browsers/user of the site and portals, etc; (7) any list(s) of the Customers, Customer Prospects, and/or Vendors; (8) the account terms and pricing of the products; (9) the account terms and pricing of users of the portals/banks and their Customers; (10) the names and addresses of CGTMSE employees and other business contacts of Application; and (11) the techniques, methods, and strategies by which the CGTMSE develops, markets, distributes, and/or sells any of the products d. "Trade Secrets" means Confidential Information shall include the information as protected and covered under applicable law. "Proprietary Rights" means any and all inventions, discoveries, developments, methods, processes, compositions, works, supplier and customer lists (including information relating to the generation and updating thereof), concepts, and ideas (whether or not patentable or copyrightable) conceived, made, developed, created, or reduced to practice (whether at the request or suggestion of the CGTMSE or otherwise, whether alone or in conjunction with others, during implementation of the project, which may be directly or indirectly useful in, or related to, the activities and business of the portals or any business or products contemplated by CGTMSE, now or in future. The Bidder agrees that, during the term of this agreement and renewals thereof and for twelve months after the termination thereof, regardless of the reason for the termination the agreement, the Bidder will not, directly or indirectly, on behalf of any Competitive Business perform the same or substantially the same Job Duties

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 / e-stamp paper of requisite value (cost of stamp paper / e-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 Nageshwar Rao Koripalli, IRS(Retd.) as an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows:

> Shri Nageshwar Rao Koripalli, IRS(Retd.)
> 38, The Trails, Manikonda, R. R. District
> Hyderabad – 500089
> Mobile: 9788919555
> Email : knageshwarrao@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, GoI.

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.

9.31 General

9.31.1 Severability: If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

9.31.2 Survival: The following provisions shall survive termination of this Agreement: Payment and Penalty, Intellectual Property Rights, IPR Infringement, Conflict of Interest and Non-compete, Indemnity, Confidential Information, Dispute Resolution and Applicable Laws.

9.31.3

a. Health and Safety: The Bidder shall, when at CGTMSE site, conduct their activities so that their equipment, working conditions and methods are safe and without risk to health for their own and CGTMSE's employees as well as for any other users of CGTMSE Site.

b. No Joint Venture: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties, nor shall

either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

c. No Assignment: Except with respect to The Bidder's rights regarding the use of subcontractors with permission of Trust, neither party may assign any rights or obligations under this Contract without the prior written consent of the other party except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement. 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 CGTMSE or alternatively, if any relative of the officer of CGTMSE 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. 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 CGTMSE. The Bidder would undertake to provide appropriate human as well as other resources (PC/laptop etc.) required, to execute the various tasks assigned as part of the project, from time to time. Personnel engaged by the Bidder for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the Bidder and they shall have no claim to be appointed in the services of the Trust. The Bidder shall take suitable measures for them in this regard. The Bidder shall ensure that the software and allied components used to service CGTMSE are licensed and legal. This contract contains only the broad provisions for the entire assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources on-site as may be required for/ incidental to the successful completion of the entire assignment. Save and except in the normal course recruitment process, either party during the term of the contract and for a period of two years thereafter shall not without the express written consent of the other party, directly or indirectly:

1. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the other party in rendering the services in relation to the contract; or

b. Induce any person who shall have been an employee or associate of the other party at any time to terminate his / her relationship with the other party.

10.   Bids Submission

10.1   Contents and Format of Preliminary Eligibility (Envelope / Folder A)

The following documents need to be submitted separately in Envelope / Folder 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   Commercial Bid in Annexure – Form 4 Format

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   Deed of Indemnity Format in Annexure - Form 8

10.1.9   Non-Disclosure Agreement in Annexure - Form 9 Format.

10.1.10 Acceptance Letter for Offer in Annexure - Form 10 Format.

10.1.11 Bank Mandate Form in Annexure - Form 11 Format.

10.1.12 Bank Guarantee (if any) in Annexure - Form 12 Format.

10.1.13 Pre-Contract Integrity Pact in Annexure - Form 13 Format.

10.1.14 Statement of Deviations in Annexure - Form 14 Format.

10.1.15 Earnest Money Deposit prepared as per the requirement stated in the RfP.

10.1.16 Tender Cost.

10.1.17 Documentary proofs.

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

10.1.18 The commitment that, the key personnel to be employed for carrying out the task of selecting a service provider for cloud services and managed services (CSMS) 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.

10.1.19 Any other relevant legal document.

10.2   Contents and Format of Technical Bid (Envelope / Folder B)

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

10.3   Contents and Format of Commercial Bid (Envelope / Folder 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 / Folders A, B & C in a master Envelope / Folder labelled **"CGTMSE - selection of service provider for cloud services and managed services (CSMS)"**

10.4.2 The bidder needs to ensure all the documents are digitally signed by the signing authority using valid digital signature. Folders should be password protected and passwords should be shared only on formal demand from CGTMSE side.

10.4.3 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.

10.4.3 The bidders are required to comply with the following:

- Oracle cannot bid simultaneously in the same tender.
- Any other cloud service provider than the Oracle in this tender would not be permitted.
- The bidder cannot submit more than one proposals / bids / application in response to this RfP.

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 / Password protected Folder clearly marked **"Selection of service provider for cloud services and managed services (CSMS)– Documents as proof of Preliminary eligibility" (Envelope / Folder A).**

10.8.2 The original copy of Technical Bid should be placed in a single separate sealed Envelope / password protected Folder clearly marked **"Selection of service provider for cloud services and managed services (CSMS) - Technical Bid" (Envelope / Folder B).**

10.8.3 The Commercial Bid should be placed in a single separate sealed Envelope / Password protected Folder clearly marking "Selection of service provider for cloud services and managed services (CSMS) **- Commercial Bid (Prices only) - Do not open with Technical Bid (Envelope / Folder C)**".

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

10.8.5 The cover should read "Selection of service provider for cloud services and managed services (CSMS)" and a statement **"Do not open before Last date of**

submission and time".

10.8.6 The bid Envelope / Folder 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 / folders. 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 Chief Officer – Information Technology, and delivered at the following address:

Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE),
7th Floor, SIDBI Swavalamban Bhavan,
Avenue 3, Lane 2, G- Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051.

10.8.8 Responsibility of CGTMSE: If the outer Envelope is not sealed / Folder is not password protected 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 addressed 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 / Virtually over Internet. 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 / or on the virtual meeting link. The bidders' representatives who are present shall sign in a register/ sheet / Or the method asked to follow during the meeting as an evidencing their

attendance.

10.13.2 For electronic bids, bidder's representative need to key-in or spell-out the password during the meeting only.

10.13.3 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.

10.13.4 Bids that are not received / 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.

10.13.5 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 Chief Officer – Information Technology
CGTMSE,
7th Floor, SIDBI Swavalamban Bhavan,
Avenue 3, Lane 2, G- Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051.

Dear Sir,

Subject: Selection of service provider for cloud services and managed services (CSMS)

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   / 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 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 **₹5,00,000/- (Rupees Five Lakh 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 / Folders, 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		*<please give the details of the customer referred>*	

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 and declare 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 360 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 biding.
- We enclose a Demand Draft bearing No……………. dated ……/ …../2021 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.

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

12.2   Form 2: Eligibility Criteria

Eligibility Criteria for Bidder (Oracle Partner):

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.	Copy of Certificate of Incorporation / Partnership Deed etc. as applicable Proof of office address also to be furnished.
2	The bidder should have been in existence for at least three years as on date of Bid submission (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	Bidder should have office in Mumbai / Navi Mumbai / Thane actively running from last 1 year as on date of bid submission date.	Self-declaration with address and contact details on letterhead.
4	The Bidder should have a minimum annual average turnover of at least INR 50 crore or equivalent in the last three financial years (as per audited financial statements) as on the date of submission of Bid. (FY 2018 - FY 2020)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation).
5	The bidder should have been profitable (PBT) in the last two financial years (FY 2018 – FY 2020)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation).
6	The bidder should have a positive net worth during the last financial year (FY 2020)	Copy of latest audited financial statements for FY 2020.
7	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, PSU etc. in India and globally.	Self-Declaration
8	The Bidder should be in compliance with the regulatory requirement, as applicable to them.	Self-declaration with address and contact details on letterhead
9	The Bidder must have strength of at least 50 IT Professionals (data center / networking / system administration /cloud services professionals/cloud security	Certificate from HR head on the letter head of Bidder certifying the availability of resources on their payroll as on date of submission as

	experts) on their payroll as on date of submission of this bid. At least 5 of these professionals must have experience in maintenance of cloud solution / virtual server administration / system administration, Virtualization, security, database etc.) and atleast 1 professional must have experience in Middleware JBoss EAP Management Service.	per the aforementioned requirement. Submit the certificates of minimum 5 resources certified on Oracle Cloud Infrastructure services with at-least one resource having certification in each of the given the specialization domain of server administration, database management, IaaS-PaaS, Cloud Security at the time of bid submission.
10	The Bidder must be Partner of M/s Oracle India Private Limited (OEM) regularly from last 5 years and Active Oracle Cloud Infrastructure Services partner (Partnered Under Build-Sell-Service all three tracks together) currently at the time of bid submission.	Valid Oracle Partner Certificate from M/s Oracle India Private Limited (OEM), Last 5 years partnership certificate should be submitted by Bidder and active OCI partnership certificate for the latest year.
11	Experience– Bidder should have executed minimum 2 projects with Oracle cloud infrastructure services projects in BFSI / PSU / Government (Central / State) institute / Large Enterprises in last 2 years as on the date of bid submission, involving scope of work (IaaS, PaaS, DBCS, Oracle Database Migration etc.) and Bill of material similar to the scope of work as proposed in this RfP.	Work order and work completion certificate to be submitted.

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

* The bidder bidding for this RfP shall be the sole responsible to deliver and fulfil the entire scope of work mentioned in this RfP. Further, the bidder shall be the SPOC and all indemnity as well as responsibility of the entire project shall be borne by the bidder only.

*The Bidder is not permitted to get into any joint venture, Sub-Contracting and consortium is permitted under this contract / tender.

*The Bidder will ensure all the licenses and instances on Oracle Cloud Infrastructure (OCI) are in the name of CGTMSE only.

** 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.

*The bidder shall be submitting the below documents also pertaining to Oracle India Private Limited –

S. No	Supporting Documents Required
1	Copy of Certificate of Incorporation / Partnership Deed Proof of office address also to be furnished.
2	Certification of Incorporation / Certificate of commencement of business.
3	The Oracle Cloud Infrastructure services shall fulfil all the cyber security related services as well as the regulations/compliance of INDIA along with RBI / MeITY with certificate.
4	Self-Declaration of non-**black listing** by the Central / any of the State Governments/statutory body / regulatory body / Indian Trusts Association, PSU etc. in India and globally.
5	An undertaking letter with details of the data center location in India.

12.3   Form 3: Technical Bid

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.

Technical Qualification process

The Bidder would be required to cover the following but not limited to: -
- o   Overall Cloud architecture including solution design
- o   Project Management and Implementation Methodology
- o   Migration Plan
- o   Integration approach with other IT Infrastructure
- o   Maintenance and Support for proposed solution
- o   Risk Mitigation plan

Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an aggregate Technical score of 75% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

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	/Document Required	Max Score
1	**Bidders Experience - Client Citations**		
1.1	Bidder's experience of implementing and managing the IT infrastructure for Oracle cloud infrastructure services and managed services: Private/ PSU /Central Govt / State Govt. or any other Organisation / Large Enterprise or agencies – 5 mark for every project (Capped to max 15 marks) in India	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work.	**15**
1.2	Bidder's experience of implementing and managing the IT infrastructure for Oracle cloud infrastructure services and managed services to BFSI Sector clients – 10 mark for every project (Capped to max 20 marks) in India	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work	**20**
1.3	Bidder should have OCI certified OCI Instance Management resource and experienced	Copy of certificates of resources.	**15**

S#	Criterion	/Document Required	Max Score
	resources in the domain of server administration and middleware management (JBoss EAP), 3 Mark to each 5 years plus experience resource (Capped to max 15 Marks)		
1.4	Bidder should have Oracle certified professional (OCP) as DBA, 2 Mark to each 5 years plus experience resource (Capped to max 10 Marks)	Copy of certificates of resources.	**10**
2	**Presentation and Site Visit**		
2.1	Site visit (Bidders, at their cost, will arrange for site visit for any two of the projects cited in technical bid) and / or Customer's feedback / testimonies	10	
2.2	**Presentation:** Bidder's clarity on the project scope and execution. Bidders will be allotted time slot of maximum 1:30 hour for presentation at CGTMSE office or Virtual meeting, based on ascending alphabetical order of their names. Date and time will be advised during technical evaluation. Presentation should include (6 marks for each of the following): 1. Bidders understanding of the project, scope of work, implementation, and management methodology. 2. Technical Service / Solution with and risk mitigation plan 3. Explaining the service plan for the list provided in technical evaluation sheet with showcasing the certificates wherever applicable, Demonstration of the proposed documentation and training for cloud solution. 4. People/Resource credentials which are to be deployed/utilized for this project. 5. Architect solution for this project	30	**40**
	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 all Hardware, Software and Infrastructure.*

The minimum technical score required for the bidder to be shortlisted at this technical evaluation stage is 75 %. However, in case there are less than 3 Bidders who score 75% or above, CGTMSE may, at its discretion, lower the cut-off percentage by slab of 5%.

Dated this _____ day of _____ 2021

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 bidder's 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

I	Mandatory Services Costs	Unit Price per Year				Total Cost for 5 years
A	Oracle Cloud Infrastructure (DC) - Gen2 or Latest Generation Cloud	Qty	Basic Price	Applicable Tax	Total Unit Cost with taxes	Qty*Total Unit cost with Tax * 5 years
.		[A]	[B]	[C]	[D] = [A]*[B]+[C]	[E] = [D]*5
1	Application 1 - Virtual Machine (MS Windows) - 4 OCPU / 60 GB RAM- 16 hours / day x 26 days / month / Minimum 3 Static IP	1				
2	Application 2 - Virtual Machine (MS Windows) - 4 OCPU / 60 GB RAM- 16 hours / day x 26 days / month / Minimum 3 Static IP	1				
3	Application 3 - Virtual Machine (MS Windows) - 4 OCPU / 60 GB RAM- 16 hours / day x 26 days / month / Minimum 3 Static IP	1				
4	Oracle Database Cloud Service – Oracle 11G (11.2.0.4) Enterprise Edition - Virtual Machine (DBCS) – Oracle Linux - 4 OCPU / 120 GB RAM - 24 hours / day x 31days / month / Minimum 3 Static IP	1				
5	Oracle Cloud Infrastructure - Block Volumes – SSD Storage = 4 TB * 12 Month (60 IOPS / GB) (App servers–1.8 TB / DB Server–2.2 TB) Performance unit = 4 TB * 10 * 12 Month	1				
6	Oracle Cloud Infrastructure - Object Volumes - Requests – 10 Million * 12 Month SSD Storage = 1 TB * 12 Month	1				
7	Oracle Cloud Infrastructure - Outbound Data Transfer 10TB per month					
B	Oracle Cloud Infrastructure (DR) - Gen2 or Latest Generation Cloud					
7	Application 1 - Virtual Machine (MS Windows) - 4 OCPU / 60 GB RAM- 8 hours / day x 26 days / month / Minimum 3 Static IP	1				
8	Application 2 - Virtual Machine (MS Windows) - 4 OCPU / 60 GB RAM- 8 hours / day x 26 days / month / Minimum 3 Static IP	1				
9	Application 3 - Virtual Machine (MS Windows) - 4 OCPU / 60 GB RAM- 8 hours / day x 26 days / month / Minimum 3 Static IP	1				
10	Oracle Database Cloud Service – Oracle 11G () Enterprise Edition -	1				

	Virtual Machine (DBCS) – Linux - 4 OCPU / 120 GB RAM - 24 hours / day x 31days / month / Minimum 3 Static IP						
11	Oracle Cloud Infrastructure - Block Volumes – SSD Storage = 4 TB * 12 Month (60 IOPS / GB) (App servers–1.8 TB / DB Server–2.2 TB) Performance unit = 4 TB * 10 * 12 Month	1					
12	Oracle Cloud Infrastructure - Object Volumes - Requests – 10 Million * 12 Month SSD Storage = 1 TB * 12 Month	1					
C	**Managed Services (MSP / Bidder)**						
13	One time data-center Migration cost (Including testing, With project management approach)	1					
14	Managed Support for Database, OCI Instances and Middleware - SLA Driven (Scope as mentioned in Tender document)	1					
	Total of Mandatory Services for 5 years						
II	**Optional Services – Rate Contract**						
A	**OCI Over edging cost (CSP)**						
1	Application - Virtual Machine (MS Windows) - 1 OCPU / Per Hour	1					
2	Oracle Database Cloud Service – Oracle 11G () Enterprise Edition - Virtual Machine (DBCS) – Linux - 1 OCPU / Per Hour	1					
3	Oracle Database Cloud Service – Oracle 11G () High Performance Edition - Virtual Machine (DBCS) – Linux - 1 OCPU / Per Hour	1					
4	Oracle Database Cloud Service – Oracle 11G () Extreme performance Edition - Virtual Machine (DBCS) – Linux - 1 OCPU / Per Hour	1					
5	Oracle Cloud Infrastructure - Block Volumes – SSD Storage 1 TB / Month	1					
6	Oracle Cloud Infrastructure - Object Volumes - Requests – 1 Million / Month, SSD Storage = 1 TB / Month	1					
7	Oracle Cloud Infrastructure - Block Volumes - 20 IOPS / Month	1					
8	Oracle Cloud Infrastructure - Outbound Data Transfer per GB per Month (beyond 10TB per month)	1					
B	**OCI Additional Component**						
9	Virtual Machine (MS Windows) - 1 OCPU / Month	1					

10	Virtual Machine (Linux) - 1 OCPU / Month	1				
11	Virtual Machine (DBCS - Linux - Oracle Database - Enterprise Edition) - 1 OCPU / Month	1				
12	Virtual Machine (DBCS - Linux - Oracle Database - High Performance Edition) - 1 OCPU / Month	1				
13	Virtual Machine (DBCS - Linux - Oracle Database - Extreme Performance Edition) - 1 OCPU / Month	1				
14	Virtual Machine Oracle Autonomous Transaction Processing (DBCS - Linux - 1 OCPU / Month)	1				
15	Virtual Machine (DBCS - Linux - MySQL Database - Enterprise Edition) - 1 OCPU / Month	1				
16	Virtual Machine (MS Windows and MySQL Enterprise Database) - 1 OCPU / Month	1				
17	Virtual Machine (MS Windows and MsSQL Enterprise Database) - 1 OCPU / Month	1				
18	Virtual Machine (Linux and MsSQL Enterprise Database) - 1 OCPU / Month	1				
19	Oracle Cloud Infrastructure - Block Volumes – Storage = 1 TB / Month	1				
20	Oracle Cloud Infrastructure - Object Volumes - Requests – 1 TB / 12 Month	1				
21	Fast Connect 1 GBPS / Month	1				
22	Fast Connect 10 GBPS / Month	1				
23	Fast Connect 100 GBPS / Month	1				
24	Networking - Load Balancing - Load Balancer Base 100 MBPS / Month	1				
25	Networking - Web Application Firewall (1 Million Request /Month)	1				
C	**Manpower Cost**					
26	Oracle Database Administration Resource - 2-3 Years Exp	1				
27	Oracle Database Administration Resource - 3-5 Years Exp	1				
28	Oracle Database Administration Resource - 6-8 Years Exp	1				
29	MySQL Database Administration Resource - 2-3 Years Exp	1				
30	MySQL Database Administration Resource - 3-5 Years Exp	1				
31	MySQL Database Administration Resource - 6-8 Years Exp	1				
32	Middleware (JBOSS / Tomcat Apache / Weblogic) Administration Resource - 2-3 Years Exp	1				
33	Middleware (JBOSS / Tomcat Apache / Weblogic) Administration Resource - 3-5 Years Exp	1				

34	Middleware (JBOSS / Tomcat Apache / Weblogic) Administration Resource - 6-8 Years Exp	1				
35	Software Application Developer (Java / Hibernate / Spring / Struts / Angular / PLSQL / T-SQL) (3-5 Years)	1				
36	Software Application Developer (Java / Hibernate / Spring / Struts / Angular / PLSQL / T-SQL) (5-8 Years)	1				
37	Software Application Developer (Java / Hibernate / Spring / Struts / Angular / PLSQL / T-SQL) (8-10 Years)	1				
38	Infrastructure and Data-center Subject Matter Expert / Project Manager (8-10 Years)	1				
39	Software Application Developer (DotNet C# / Core / ASP / MVC / Angular / PLSQL/T-SQL) (3-5 Years)	1				
40	Software Application Developer (DotNet C# / Core / ASP / MVC / Angular / PLSQL/T-SQL) (5-8 Years)	1				
41	Software Application Developer (DotNet C# / Core / ASP / MVC / Angular /PLSQL/T-SQL) (8-10 Years)	1				
	Total of Optional Services for 5 years					
.	**TCO of Mandatory + Optional Services for 5 years**					

** **Note:** The terms and conditions mentioned in the attached excel sheet shall be final and binding. The formulas have already been inserted in the attached excel sheet. The bidder is requested to enter the proposed commercial amount.

Place: Mumbai

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-Attorney for Signing of Bid
(To be executed on a non judicial stamp paper / e-stamp paper **of requisite value)**

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY executed at _____ on _____, 2021, 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. 09/CGTMSE/2021-22 dated April 07, 2021 for 'S**election of service provider for cloud services and managed services (CSMS)' for CGTMSE and to attend meetings and hold discussions on behalf of the Company with CGTMSE in this regard.
THE COMPANY DOTH 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 _____ 2021

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 Chief Officer – Information Technology
CGTMSE,
7th Floor, SIDBI Swavalamban Bhavan,
Avenue 3, Lane 2, G- Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051.

Dear Sir,

    Selection of service provider for cloud services and managed services (CSMS)

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 _____ 2021

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 / e-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 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 _____ 2021

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 us and/or acts of our representatives or 3rd party vendor from whom certain services are outsourced / executed in association with, 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 _____ 2021

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 / e-stamp paper of requisite value)

WHEREAS, We, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute "service provider for cloud services and managed services (CSMS)" as per scope defined in the **RfP No. 09/CGTMSE/2021-22 dated April 07, 2021 for 'S**election of service provider for cloud services and managed services (CSMS)' for Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), having its office at 7th Floor, SIDBI Swavalamban Bhavan, Avenue 3, Lane 2, 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 _____ 2021

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 Chief Officer – Information Technology
Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE),
7th Floor, SIDBI Swavalamban Bhavan,
Avenue 3, Lane 2, G- Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051.

Dear Sir

Re: Selection of service provider for cloud services and managed services (CSMS)

We hereby acknowledge with thanks the offer of the Trust to us for "Selection of service provider for cloud services and managed services (CSMS)" for its internal use.

We hereby agree that

1. We shall carry out the tasks required for "Selection of service provider for cloud services and managed services (CSMS)" 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 _____ 2021

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 MICR[1] 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 CGTMSE 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 / e-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),
7th Floor, SIDBI Swavalamban Bhavan,
Avenue 3, Lane 2, 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 7th Floor, SIDBI Swavalamban Bhavan, Avenue 3, Lane 2, 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 "**S**election of service provider for cloud services and managed services (CSMS) " 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, interalia, 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 "**S**election of service provider for cloud services and managed services (CSMS)" 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 provision, 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 ...., 2021.

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 / Folder]

(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 -----, 2021 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 7th Floor, SIDBI Swavalamban Bhavan, Avenue 3, Lane 2, 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 "Selection of service provider for cloud services and managed services (CSMS)" 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-contact 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 service provider 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.5,00,000/- (Rupees Five Lacs 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 a 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 <u>Sanctions for Violations</u>

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 negations 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 BIDER, 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 defied 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 Nageshwar Rao Koripalli, IRS(Retd.) 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 Nageshwar Rao Koripalli, IRS(Retd.)
> 38, The Trails, Manikonda, R. R. District
> Hyderabad – 500089
> Mobile: 9788919555
> Email : knageshwarrao@gmail.com

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.

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

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

8.4 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

8.5 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.

8.6 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

8.7 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 / Folder]

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.

Selection of service provider for cloud services and managed services (CSMS)			
List of Deviations			
(RfP No. 09/CGTMSE/2021-22 dated April 07, 2021)			
S. No.	**Clarification point as stated in the tender document**	**Page / Section Number in RfP**	**Comment/ Suggestion/ Deviation**
1.			
2.			

Date:

Place:

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Designation :

Name of the Organisation:

Seal :