



# UDAAN

Credit Guarantee Fund Trust for Micro and Small Enterprises  
Setup by Govt. of India and SIDBI

## गारंटी प्रबंध प्रणाली

का विनिर्माण, कार्यान्वयन और प्रबंधित रखरखाव  
सेवाओं के लिए सेवा प्रदाता के चयन के लिए  
प्रस्ताव का अनुरोध

Request for Proposal –  
for Selection of Service Provider for  
Development, Implementation and  
Managed Maintenance Service of  
Guarantee Management System  
(GMS)

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.11/CGTMSE/2021-22 dated June 14, 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. However, the bids for services are requested on basis of proposed GMS of CGTMSE; Any deviation in launch of the portal or even cancelling the proposed launch may result in cancellation of this RfP. In any such instance or event, 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. CGTMSE shall be bearing no cost / loss to bidder in any such above mentioned event, even post issuance of PO. Bidder shall have no claim to be made from/against Trust, in financial or legal terms, but not limited to, for any cost, damages etc they may have incurred partially or fully, while executing the PO till the cancellation/ termination date as may be announce by CGTMSE at their discretion.

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## 1. Introduction and Disclaimers

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

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

The provision of the products and services is subject to observance of selection process and appropriate documentation being agreed between *Credit Guarantee Fund Trust for Micro and Small Enterprises, hereinafter referred to as “CGTMSE”* or “Trust” (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**

0	Date of RfP Publishing on website	Monday June 14, 2021
1	Last date and time for receipt of written queries for clarification from bidders	Wednesday June 23, 2021 (05.00 pm)
2	Pre-Bid Meeting (No clarification will be given after Pre-bid meeting)	Friday June 25, 2021 (03.00 pm)
3	Last Date and Time for Bid Submission	Wednesday July 07, 2021 (03.00 pm)
4	Date and Time of Bid Opening	Wednesday July 07, 2021 (04.00 pm)
5	Bid Submission Mode	Physical or Electronic both mode of bids will be accepted.

6	Place of opening of Bids	<b>Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE),</b> 7 <sup>th</sup> Floor, SIDBI Swavalamban Bhavan, Avenue 3, Lane 2, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.
7	Address for communication (Trust)	<b>The Chief Operating Officer,</b> Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), 7 <sup>th</sup> Floor, SIDBI Swavalamban Bhavan, Avenue 3, Lane 2, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.
8	Tender Cost	₹ 5,000/- (Rupees Five Thousand only) Tender Cost should be enclosed with the Technical Bid
9	Earnest Money Deposit	₹ 6,50,000 (Rupees Six Lakh Fifty Thousand only) in the form of Demand Draft / Bank Guarantee in favour of CGTMSE payable at Mumbai. EMD should be enclosed with Technical Bid. EMD can be transferred online NEFT / RTGS. Bank details given in RfP Document.
10	Bidder Contact Details	Bidder to provide following information: 1. Name of the Company 2. Contact Person 3. Mailing address with Pin Code 4. Telephone number and Fax Number 5. Mobile Number 6. E-mail
11	Date of Commercial Bid Opening	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representatives of selected Bidder to be present during opening of <u>Commercial Bid</u> .
12	CGTMSE – Contact Details	<b>Harish Gupta,</b> Chief Officer – Information Technology 022 67531261   <a href="mailto:harishg@cgtmse.in">harishg@cgtmse.in</a>  <b>Jigar Shah</b> Chief Operating Officer 022 67531236   <a href="mailto:jigar@cgtmse.in">jigar@cgtmse.in</a>



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## 1.2 Online Pre-bid Meeting

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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, for this purpose CGTMSE will showcase demo/presentation of the existing applications. 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 Tuesday June 22,2021 (11.00 AM).**

In case, the meeting invite is not received by any of the designated representatives latest by 12:00 Noon on June 22, 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](http://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.

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## 1.3 For Respondents Only

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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 or a Partnership Firm / LLP and no other

person or organization.

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#### **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 on the basis of undertaking of confidentiality given by the Recipient to Trust. Trust may update or revise the RfP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RfP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Trust or any of its customers or suppliers without the prior written consent of Trust.

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#### **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.

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#### **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.

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#### **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.

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#### **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.

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#### **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.

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### 1.10 Errors and Omissions

Each Recipient should notify the Trust of any error, omission, or discrepancy found in this RfP document **but not later than 10 (ten) working** days prior to the due date for submission of bid. There may be grammatical, spelling, context error while drafting this RfP; such errors shall be considered “error in that particular” line or paragraph and Trust may revise those errors even post release of RfP at any time during the project tenure by issuing a corrigendum. Such errors need to be ignored by bidder in a larger interest / context / zest of this RfP and should not be taken as to challenge the entire scope of this RfP. Bidders applying for this RfP agree and acknowledge to this clause.

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### 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.

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### 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) 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.

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### 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

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. It facilitates access to finance for un-served and under-served geographies, making availability of finance from conventional lenders to new generation entrepreneurs and under privileged, who lack supporting their loan proposal with collateral security and/or third-party guarantee.

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

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

CGTMSE has grown significantly in its 19 years of existence both in terms of volumes of guarantees extended as well as coverage. The trust expects to grow even further given the size of MSE sector in country. Under this context, trust wants to have operational effectiveness to handle the current as well as anticipated future scale of operations in cost effective manner. In this connection, a BPR exercise of the entire operations of CGTMSE was carried out and for implementing the recommendations, this RfP for implementation of Guarantee Management System (GMS)" is being issued. This will also include development and implementation of NBFC module and/or any further module which may arise as and when announced by Trust during project tenure.

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

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

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

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

### 3. RfP Terminology

Some terms have been used in the document interchangeably and shall be having the same meaning as mentioned below:

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

## 4. Scope of Work and Deliverables

### 4.1 Objective

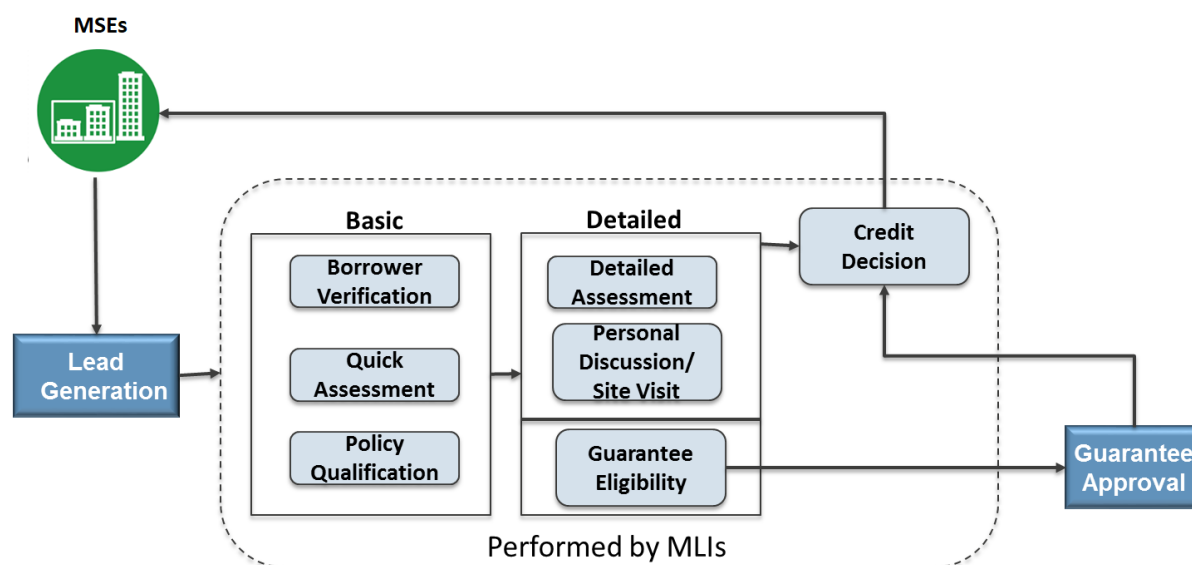
Generally, MSMEs suffer from financial and non-financial gaps. As per 4th census, only 7% of Small and Medium Enterprises (SMEs) use financing from institutional and non-institutional sources. Different estimates put forth that there is a gap of around ₹17 lakh crore between demand and supply of funds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

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

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

## 4.2 Scope of Work

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



CGTMSE runs the multiple credit guarantee schemes, Trust envisions the GMS to be a common framework for all scheme operations with minimum modifications, GMS is expected to be equipped with maximum configuration and minimum development.

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

1. Onboarding / Registration of Member Lending Institutions
2. Scheme Management
3. Guarantee Initiation and Approval Process
4. Guarantee Revival Process
5. Guarantee Transfer
6. Collection and Invoice Process
7. Disbursement and Outstanding Data Collection Process
8. Claims Management (NPA, Claims and settlement process)
9. Recovery Process
10. Inspection Process
11. Fund Management (Fund in-flow and Investment)
12. Reporting process / MIS / Dashboards / Infolets
13. Notifications / Alerts / Workflows
14. Native Mobile Application (Android / IOS)
15. Other Technical / Generic Requirements
16. Managed Maintenance Support

#### 4.2.1 Onboarding / Registration of Member Lending Institutions

- MLIs desirous to avail the benefit of the schemes are required to register with the Trust. MLI eligibility criteria for on-boarding depends on MLI type viz. Banks, NBFCs, SFBs, RRBs, Cooperative Banks etc. As part of the automation process bidder is expected to:
  - Develop an onboarding page using which MLIs will register themselves.
  - Develop approval workflow mechanism for on boarding the various types of MLIs based on the eligibility criteria.
  - Enabling MLIs to upload requisite documents in the system etc.
  - Bell Notification and Email Alerts on approve / reject / return and Email Notification with login details (if approved)
  - On Approval at CGTMSE, Auto MLI creation, user account creation and user profile allocation shall take place in GMS.

#### 4.2.2 Scheme Management

- CGTMSE runs multiple credit guarantee schemes. Currently, 4 different schemes are actively running named as below -
  - Credit Guarantee Scheme for Banks (CGS1)
  - Credit Guarantee Scheme for NBFC (CGS2)
  - Credit Guarantee Scheme for Sub-ordinate Debt (CGSSD)
  - Credit Guarantee Scheme for PMSVANidhi (CGS-PMS)
- Time to time new schemes gets introduced and changes in existing schemes are done, which are required to be implemented in GMS as per scheme guidelines within the scope of contract at no additional cost.
- As part of the automation process bidder is expected to:
  - Develop scheme configuration control panel to implement all business logic and validations pertaining to a scheme.
  - Develop a program to configure and define the exposures for portfolio-based schemes. Enabling MLIs to subscribe the scheme in GMS with required documents upload provision.
  - Develop approval workflow mechanism for scheme subscription on the eligibility criteria.
  - Bell Notification and Email Alerts on approve / reject.

#### 4.2.3 Guarantee Initiation and Approval Process

- The process starts with guarantee initiated for a specific contract/loan by MLI on the system under respective scheme and process completes when guarantee is approved by Trust and becomes active. As part of the automation process bidder is expected to:
  - Develop guarantee application entry page / Bulk upload functionality to initiate the request by MLI.
  - Develop an API for ease of flow of information from MLI system to GMS.



- MLI will consume the GMS API and send the data directly to GMS under a host-to-host integration model. In API response, GMS will send application number and / or it's status.
- Develop workflow mechanism for guarantee approval process as per defined SOP.
- Develop automated approval mechanism based on pre-defined rules, Pre-defined rule engine defining the approval/rejection on basis of borrower's eligibility and its respective eligible amount needs to be developed and integrated based on the data of borrower received by / from MLIs.
- Develop a program to handle any exception throughout the guarantee approval process using which CGTMSE can take decision on approval / reject / Close exceptionally.
- In case of explicit rejection and closure of guarantee application system will ask the reason and details of decision from CGTMSE user.
- Develop a de-duplication engine to check previously sanctioned cases and its status and overall scheme limits.
- Generate auto triggers and an escalation mechanism if the approval is not done within defined service level.
- Financial Health check-up of the ongoing case/borrower may be required to be done as per the Trust's directive.
- Guarantee fees needs to be included in this module where as soon as the application gets approved in GMS, a payment demand is generated for Guarantee Fees.
- For fee structure bidder need to develop "fee master" for different type of charges which gets updated time to time as per Trust directives.
- The guarantee fees are the fees taken for the first time a new payment amount is covered; it may be generally for new applications, however, there are number of times when enhancement cases are lodged which again brings guarantee fees to be collected for revised additional amount.
  - For enhancement or additional guarantee coverage MLI will enter the request in GMS application.

#### 4.2.4 Guarantee Revival Process

- This process covers revival of guarantee wherein the MLI has to pay for Annual Guarantee Fee and wants to restart the guarantee (for lapsed guarantee due to non-payment of fee). The revival is done subject to a few conditions (To be included in the rule engine at back end) which is checked as per the Trust's guidelines. As part of the automation process bidder is expected to:
  - Develop a program to allow MLI to submit revival request.
  - Develop automated approval mechanism for revivals based on pre-defined rules.

- Develop workflow mechanism for approval process as per defined SOP.
- Develop a program to handle any exception throughout the guarantee revival process using which CGTMSE can take decision on approval / reject exceptionally.
- Generate auto triggers and an escalation mechanism if revival has not been done for accounts and send it to MLIs in form of notification / alerts / emails etc.

#### 4.2.5 Guarantee Transfer Process

- This process covers transfer of active guarantees from one MLI to another MLI or One branch to another branch and subsequent transactions such as DAN / Guarantee fee / Collection accordingly. The Transfer is done subject to a few conditions (To be included in the rule engine at back end) which is checked as per the Trust's guidelines. As part of the automation process bidder is expected to:
  - Develop a program to allow MLI to transfer request.
  - Develop automated approval mechanism for transfer based on pre-defined rules.
  - Develop workflow mechanism for approval process as per defined SOP.
  - Develop a program to handle any exception throughout the guarantee transfer process using which CGTMSE can take decision on approval / reject exceptionally.
  - Generate auto triggers and an escalation mechanism if revival has not been done for accounts and send it to MLIs in form of notification / alerts / emails etc.
  - Notification of Request submission to new MLI or Branch, Notification of approval and rejection of request.

#### 4.2.6 Collection and Invoice Process

- This process covers the process of demand note generation (Formally called Demand Advice Note - DAN) against the approved guarantee applications for applicable Guarantee fee / Annual Service Fee / Revival Fee / Tenure Extension Fee etc.
  - The **guarantee fees** are the fees taken for the first time a new payment amount is covered; it may be generally for new applications, however, there are number of times when enhancement cases are lodged which again brings guarantee fees to be collected for revised additional amount.
  - The **Tenure extension fee** is the fee taken on the event when MLI raises the request to extend the tenure of the guarantee, MLI will raise the request in system which will go for approval, On approval of request system will raise the DAN for the extended period on the agreed fee rate.

- Process of **annual / renewal fee** cases of borrowers to continue their guarantee coverage. These are the standard cases which the MLI has approved for an ongoing continuous term for the consecutive year/s. The MLI needs to make a payment for these cases every year as for the continuity of guarantee coverage. There is a risk premium that is factored in while computing the guarantee amount. The risk premium is MLI wise whereas guarantee amount is borrower wise.
- Bank Mandate Is the essential process, which is to be adhered by MLI, for this MLI will download the prescribed bank mandate form and upload it in system with due data and counter signature.
  - Bank mandate is a pre-requisite for many of business processes such as NPA, Claim etc.
- Under this process Bidder is expected to:
  - For fee structure bidder need to develop “Fee master” for different type of charges (Guarantee Fee / ASF / Risk premium / Revival Charges etc..) which gets updated time to time as per Trust directives.
  - Develop process to auto generate demand note for Guarantee Fee / Revival Fee / ASF Fee / Recovery amount / Tenure Extension Fee etc.
  - ASF DAN should be automatically generated every year as per pre-defined rules.
  - Develop a process and allow MLI to select the multiple demand notes and initiate the payment advice.
  - Develop a program to send reminder mails to MLI to extend guarantee for cases slated for expiry / unpaid ASF / Unpaid GF etc...
  - Notification (in multiple ways/method as advised by trust like email, alerts etc.) need to go to respective MLI for the payment for such ASF as may be generated, failure to which the cases should be closed as defined in Trust’s guidelines and an intimation pertaining to the same should go to the respective MLI (and borrower as may be required in future)
  - Develop a Bank Mandate Page with the maker and checker functionality.
- Collection refers to cash flow from MLIs to CGTMSE which includes Guarantee fee, annual guarantee / service fee, revival fee, recovery amount etc. As part of the automation process bidder is expected to:
  - Generate virtual account number (VAN) for each of the Payment advice.
  - Maintain the Bank Master to predefine the VAN sequence.
  - Develop program to consume CGTMSE’s Bank’s API to send the payment advice data to CGTMSE’s Bank.
  - Develop a program to Integrate with core accounting systems of Trust (Presently Tally / Future it may upgrade to some ERP system).
  - Proposed solution should have API configurability for ease of flow of information across different systems and MLIs.

- Develop a program to auto reconcile / appropriate the collection entry with the received response from CGTMSE's Bank on API integration, and manual reconciliation provision should also be available.
  - Develop a program to take collection receipt against the manual invoices and debit notes.
- Invoice process refers to generation of Tax Invoice on receipt of collection against the sanctioned case from MLIs which includes Guarantee fee, annual guarantee / service fee, revival fee / Tenure Extension fee etc. As part of the automation process bidder is expected to:
  - Develop a program to auto generate the Tax Invoice for each of the case once collection is received and reconciled in CGTMSE books.
  - Develop a program to integrate the tax invoice with GST IRP portal to generate the e-Invoice and below functionalities as well -
    - e-Invoice Generation
    - e-Invoice Cancellation
    - e-Invoice for Credit Note
  - Develop eInvoice invoice and credit note prints holding the QR code and IRN number.
  - Develop a program to generate the manual AR invoices / Debit notes / credit notes.

#### 4.2.7 Disbursement and Outstanding data collection process

- This process covers the process of collecting the data of actual disbursement of money against the sanctioned guarantee and periodic outstanding against the same transaction. As part of the automation process bidder is expected to:
  - Develop a program to enter the data through manual entry page / Bulk upload functionality for Disbursement and Outstanding reporting respectively.
  - Develop APIs for ease of flow of information from MLI's system to GMS for Disbursement and Outstanding reporting respectively.
  - MLI will consume the GMS's API and send the data directly to GMS under a host-to-host integration model. In API response, GMS will send appropriate response.

#### 4.2.8 Claims Processes (NPA, Claims and Settlement process)

- This process covers the activity of claim realization to the MLI post NPA.
- Under **NPA Process**, bidder is expected to:
  - Develop a module for marking of NPA in the GMS by MLIs as per defined rules.
  - Develop a program to allow MLIs to enter data manually through entry page / bulk upload functionality with document upload functionality for each of the uploaded / entered case
  - Develop APIs for ease of flow of information from MLI's system to GMS.

- MLI will consume the GMS API and send the data directly to GMS under a host-to-host integration model. In API response, GMS will send appropriate response.
- Develop a program to handle any exception throughout the NPA Marking process using which CGTMSE can take decision on permitting the NPA cases exceptionally under defined DoP guidelines.
- Develop a master page to define the DoP (Delegation of power) and it's configuration with different business processes.
- **Claim process** refers to lodgement of claims application by MLI in GMS system post NPA, claim lodgement process varies scheme to scheme, MLIs lodge the claim as per scheme guidelines, which can be either interim claim and / or final claim, as a part of automation bidder is expected to:
  - Develop a program to lodge the claims (interim / final respectively) through manual entry page and / or bulk upload functionality.
    - Screen for individual claim lodgement should have document upload functionality.
  - Develop automated approval mechanism for claims based on pre-defined rules (Filtration / rejection / screening out of proposal shall be part of this module)
  - Develop approval workflow mechanism for claims approval process as per defined SOP.
  - Generate auto reminder and an escalation mechanism.
  - Develop a program to handle any exception throughout the Claim process using which CGTMSE can take decision on approval / reject exceptionally and / or take decision on permitting the Claim cases exceptionally under defined DoP guidelines.
  - Develop a de-duplication engine to check previously marked NPA against its name other than the one applied for; additionally, NPA database which may be available in future needs to be checked before settling the claim.
  - Proposed solution should have API configurability for ease of flow of information across different systems and MLIs.
  - Automatic flow of data from other modules / systems to be ensured.
- **Settlement process** refers to accepting and making payment against the lodged claim applications by MLI in GMS, settlement process and payment ratio varies scheme to scheme and claim to claim, CGTMSE settles the claims as per scheme guidelines and SOPs, as a part of automation bidder is expected to:
  - Develop a program to settle the claims (interim / final respectively) by generating payment voucher for the approved claim payment.
  - Develop an API to be consumed by accounting system on claim settlement payment.
  - Consume a Bank's API for payment integration and Invoke Bank's API for payment status inquiry.
  - Generate settlement report and mailing it to specified user.

- Integrate with **recovery module** to assess the recoveries made and generate the final settlement report for claim settlement.
- Develop a program to handle any exception throughout the Claim Settlement process using which CGTMSE can take decision on approval / reject payment exceptionally and / or take decision on permitting the Claim payment exceptionally under defined DoP guidelines.

#### 4.2.9 Recovery Process

- Recovery includes recoveries gained from defaulted loan applicant by MLIs and those obtained via inspection visits which are settled against the claims made. As part of the automation process, bidder is expected to:
  - Develop a program for MLIs to enter the required information regarding claims recovery and upload the associated documents.
  - Develop approval workflow mechanism for recovery process as per defined SOP.
  - Develop program to auto generate demand note for Recovery amount and allow MLI to select the multiple demand notes and initiate the payment advice.
  - Generate virtual account number for each of the Payment advices.
  - Develop program to consume CGTMSE's Bank's API to send the payment advice data to CGTMSE's Bank.
  - Develop a program to Integrate with core accounting systems of Trust (Presently Tally / Future it may upgrade to some ERP system).
  - Proposed solution should have API configurability for ease of flow of information across different systems and MLIs.
  - Develop a program to auto reconcile / appropriate the collection entry with the received response from bank on API integration, and manual reconciliation provision should be available.
  - Enable automated reconciliation of recovery to ensure faster settlement of claims.
  - Automatic flow of data from other modules / systems to be ensured.
  - Capturing of recovery amount, its status, submission to trust by MLI (Date wise, case wise etc) needs to be captured by the system real time along with being integrated with payments module.

#### 4.2.10 Inspection Process

- Inspection is an important step intended to check on the adherence of policies and process by the MLI for guarantees issued by CGTMSE. As part of the process bidder is expected to -
  - Develop a module for management of the inspection process wherein claim cases are selected and allocated to Third-Party agency for physical inspection.
  - Develop a program to maintain the master list of Third-Party inspection agencies and their contract major terms and validity.

- Module is expected to notify the MLI and agency of inspection cases through emails and system notification / alert.
- It should have the capability to allow agency to key-in their findings against the inspection parameters and to upload required documents for the cases highlighted for inspection in the system in their login.
- Develop a further process flow to act upon the action items derived from inspection report such as recovery and / or compliance etc.
- It should generate a closure report based on the inspection comments are to be shared with respective stakeholders.
  - CGTMSE will put its remarks against each of the given findings and should have provision to upload counter document.
- Develop an approval workflow for approval on closure report.
- Develop a program to handle any exception throughout the Inspection process using which CGTMSE can take decision on approval / reject submitted reports exceptionally and / or take decision on permitting the submission exceptionally under defined DoP guidelines.
- Develop a program to generate a payment instruction which is to be sent to financial system (Tally/ERP).

#### 4.2.11 Investment Module

All the funds are invested in various instruments which needs to be maintained in GMS. The investment start date, maturity date, the amount received, the interest tally etc needs to be captured in GMS. Investment guidelines norms need to be captured automatically as set by pre-defined rules bank wise / segment wise / bucket wise.

Under the automation of investment module bidder is expected to:

- (1) Develop a program to maintain the master list of type of investment instruments.
- (2) Develop a program to record all the investments with its maturity and instrument details with document upload functionalities.
- (3) Develop a program to maintain the daily fund flow wherein data will be entered by accounts department manually which gets auto populated in subsequent day's fund flow.
- (4) Develop approval workflow mechanism for investment process and daily fund flow both as per defined SOP and approval hierarchy.
- (5) Develop a program to notify the maturity of investment one week or on defined frequency in advance.

#### 4.2.12 Reporting process / MIS / Dashboard / Infolets

- As part of the process, bidder is expected to automate the report and dashboard generation based on the identified metrics. Calculation methodologies and pre-defined frequency of report would be shared by the Trust. Under reporting process bidder is expected to -
  - The reporting structure must be dynamic where the user may pick and drop the fields for which Trust would like to generate the report.

- The fields should be linked to master database table which includes all/majorly used fields to extract the real time data.
- Enable ad-hoc report generation for the various data points captured by the Trust.
- Develop find and query-based reporting structure with the capability of addition of dynamic parameters and filter operators like but not limited to “=, <>, <, >, in, not in, like, between” etc...
- Reporting structure should have capability to export the data in excel, pdf, doc etc...
- Develop Data Infolets with the capability of customization, dynamic addition and can be allocated to user based on their role and profile.
- BI Dashboard development using MS Power BI (Tool / License will be provided by CGTMSE), BI dashboards require to integrate with GMS with role & profile-based data visibility and dynamic slicing-dicing of data.
- All the reports should be linked to audit trails / frozen data to get the actual position of data as-on desired date.
- Bidder needs to develop an Actionable dashboard based on approval workflow stating the business process wise initiated, approved, returned, rejected and total transactions, data visibility based on users’ role and profile.

#### 4.2.13 Integrations

GMS will have integration with various third-party systems for the different purpose and nature, GMS will have both inbound and/or outbound integration under different business scenarios. In addition to the aforementioned integrations in respective business process section but not limited to, Bidder is expected to cover below –

- Bidder needs to integrate SMS gateway and Email gateways which are required by the Trust as a part of the solution. The shortlisting of SMS gateway vendor shall be done by Trust, During the shortlisting process bidder will play technical consultant role; however, its implementation, integration etc shall be done by bidder as a part of scope of this RfP at no additional cost to trust. The commercials of SMS API (if any) shall be based on actual utilization of these services and shall be paid by Trust.
- Bidder needs to develop APIs as mentioned above in respective GMS business process section but not limited to, all the APIs should be equipped with authorization (token based and user credentials based both), encryption (Minimum SHA 256#), compression, and bi-directional SSL handshake (Minimum TLS 1.2 and above) to achieve maximum security. Final security methods will be discussed and finalized with shortlisted bidder.
- All inbound API integrations will work on whitelisted IPs only.
- Bidder is expected to develop technical payload documents of all API developed for GMS business transactions.



- Bidder needs to consume API of Banks / MLI, Ministry, third party, agencies etc. but not limited to, Bidder need to ensure the end-to-end integration of the same as a part of scope of this RfP at no additional cost to trust.
- Bidder needs to consume APIs of CGTMSE's Banks for payment and collection process.
- Bidder needs to develop dashboard using BI tool and integration of the same with GMS, data visibility on dashboards should be based on users' role and profile.

#### 4.2.14 Notification / Alerts / Workflow

- GMS will have workflows and notifications / alerts on various system transactions, auto alerts for the different purpose and events. In addition to the aforementioned workflows, Alerts and Notifications in respective business process sections but not limited to, Bidder is expected to cover below –
  - Develop a configurable workflow mechanism for transaction decisions (such as approval, rejection, returns etc.) which should be equipped enough to flow the data on position-based and value-based both the hierarchies as required.
  - Develop a configurable notification / alert mechanism which will work in-conjunction with workflow system. Notifications will be in form of bell icon as well as notification page both.

#### 4.2.15 Native Mobile Application (Android / IOS)

- GMS will have a native mobile application which will be in synch with live data of GMS, Bidder is expected to cover below but not limited to –
  - Develop a mobile application compatible with Android and iOS both, ensuring latest responsive UI and UX for all size of mobile / handheld devices.
  - This App will have functionalities such as but not limited to graphical representation of data, approval workflows of certain business transactions.
  - Mobile application should have all possible security implemented such as but not limited to fingerprint scan, OTP, Captcha in addition to GMS credentials etc...
  - Develop APIs / Webservices on GMS system which are required for data display on mobile applications.
  - Develop a configurable notification / alert mechanism which will work in-conjunction with GMS's workflow system.

#### 4.2.16 Data Migration

- GMS will be a common application for all the credit guarantee schemes, GMS will be a consolidation of 4 current business application running for credit guarantee, therefore data of all 4 systems require to migrate in a common

database architecture of GMS or the architecture finalised in-consultation with CGTMSE, Bidder is expected to cover below but not limited to –

- Create a common and best fit architecture for all the schemes.
- Create the metadata and data migration scripts for below applications but not limited to –
  - I. Application - CGS1 - Database Oracle 11G (Enterprise 11.2.0.4)
  - II. Application – CGS2 - Database Oracle 11G (Enterprise 11.2.0.4)
  - III. Application – CGSSD - Database MySQL 8 (Enterprise)
  - IV. Application – CGS-PMS- Database MySQL 8 (Enterprise)
- GMS will work in continuation to the data migrated from old application's data, bidder need to ensure the sequencing and patterns of document sequencing in-line with old database.
- The bidder must have complete knowledge of data migration plan including the database structures, clean up, maintenance and protection of data and implement governance standards.
- The data integrity, efficient data structure etc should be taken care and highest level of security must be adhered by bidder while migrating the data. The migration methodology should be leak proof and real-time so that the GMS solution can be implemented without any dependency on older system. In case of any dependency on existing system / older database or any lapses during the UAT, which may arise at later stage during project duration, bidder must implement the required processes / queries in such manner that all required data is available from the new system / solution / GMS within the project scope at no additional cost.
- Data migration is proposed to take place in phased manner which will be discussed and finalized with selected bidder.

#### 4.2.17 Other Technical / Generic Requirements

A brief overview of the technical requirements and other generic requirements around tool, people, methodology etc. are outlined below, and it is mandatory for the bidder to submit its response in-compliance on the all following points, Bidder can suggest more suitable and secured options, features and functionalities, which can be reviewed and finalized by CGTMSE, bidder will be responsible for but not limited to minimum below -

##### 4.2.17.1 Technical

- Solution should be focused on operational efficiency, quality, and cost efficiency.
- Bidder needs to ensure user management / User profile / password policy / OTP / Captcha, a completely secured and VAPT compliant user access management. In addition to this, GMS solution should be equipped to get integrated with Active Directory (AD) based authentication as well.
- Bidder needs to develop a configurable user profile to manage the system functionality visibility and data visibility both.
- Every transaction and/or masters in the system should have add, edit, delete, cancel functionality with complete audit trails.

- Hyperlink of audit trail should be available across the transactions / functionalities mentioned in this document in scope of work.
- Bidder needs to have flexfield data fields (DFF) concepts in all the transactions across the application to cater business needs without additional programming.
- All the APIs which are to be developed shall be conforming the RESTful API architecture. Consumption of API will be dependent on API providers, bidder need to consume the way it will be given. Bidder can propose the better architecture subject to acceptance by CGTMSE.
- Bidder shall be responsible for development/arrangements/procurement for all but not limited to the required artwork, images, icons etc. which are to be used in GMS as a part of scope of this RfP at no additional cost, Bidder will discuss and finalize the artwork, images, icons etc. in-consultation with CGTMSE only.
- GMS solution must be platform responsive best to its compatibility irrespective of any form factor e.g., mobile, tab / iPad, laptop etc.
- Bidder needs to ensure the progress bars / waiting icons across the system wherever DDL / DML operations are involved and taking time to fetch or store the data. Bidder will develop a customized progress bar / icon in-line with the logo theme of CGTMSE or finalized in-consultation with CGTMSE.
- During the project development and implementation, Bidder need to ensure handover of complete working source code for the respective project phase. Phase sign-off will comprise this as a mandatory point.
- The entire source code, data structures, related IPRs generated directly or indirectly through this project shall be solely owned by Trust. Bidder needs to submit the source code periodically as defined by CGTMSE and as-and-when asked for.
- Provide patches, updates and upgrades during the warranty support / maintenance support period and implementation of the same as a part of support scope at no additional cost to trust.
- Bidder needs to ensure end-to-end encrypted data flow in including network, nothing should flow in clear text.
- Bidder has to ensure VAPT of the solution before deployment in live, as well as every six months during project life cycle. Necessary bug fixing / changes / enhancements will also be required to be carried out based on the observations of VAPT.
- The Bidder shall conduct vulnerability and penetration test on GMS solution (Including code review) at their cost (from a third-party testing agency which should be CERT-IN certified) 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.
- Bidder will be responsible for upgrading the frameworks as and when introduced / upgrade available or audit reports suggests it, without any additional cost to CGTMSE.

- Enable suitable information security / cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the Trust from time to time.
- The solution should be designed with redundancy in mind to ensure nil impact by failure of one or more components / servers or software in Production environment.
- The solution should adhere to the security policies set up by Trust, All cyber security check and highest-level encryption wherever required needs to be part of the application development.
- Any upcoming compliance requirement from data security perspective needs to be completely adhered to and implemented by bidder in the same bid price submitted by the bidder.
- Bidder need to ensure and adhere to the standard practices of GUI Testing, Functional testing, Regression testing, Smoke testing, load testing, stress testing, security testing, QC Testing (QA where and when required), ad-hoc testing, software testing- principles of s/w testing to be followed (unit testing, integration testing, system testing and acceptance testing) needs to be carried out during the development and releases throughout the project duration (All the testing activities are to be performed by bidder only, not to be outsourced / sub-contract to third party), it's prudent and advised to maintain the reports of all said testing which may be sought by trust at any external audit situations or any other event if required.
- Bidder shall have to ensure that solution adhere by all the data compliance policies set by the government and/or relevant authorities including RBI. Bidder shall be liable for any data loss to CGTMSE due to security lapse in solution etc. and shall be indemnifying the trust for the same.
- The bidder shall be the Single Point of Contact (SPOC) for all purposes of delivery as per scope of the project, bidder need to timely approach CGTME's cloud management team or CGTMSE's DBA team for any pertaining requirement.
- The cost of all development efforts is required to be included in the Price Bid and CGTMSE will not pay any additional cost for such effort till acceptance of the solution. This includes customization of all statutory, regulatory, and ad-hoc reports as required by CGTMSE in the desired formats.
- The Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality, and workmanship.

#### 4.2.17.2 Tools / Instances / Environments -

- During the project duration, Development environment is to be arranged and maintained by bidder, all development tools should be licensed and secured by bidder only, at their own cost.
- Bidder will be responsible to support and create / manage environments for SIT (System Integration testing) and UAT (User Acceptance Testing), the UAT setup shall be near replica of the production setup. The cloud team of CGTMSE shall be supporting bidder to set this up.

- Complete assistance and execution for deploying the application on selected DC/DR by trust, shall be carried out by bidder.
- Bidder in their environment needs to maintain the source code using the industry standard source safe tools such as Github, SVN, MVSS, Jira etc. to ensure the strict version control and security of source code at their own cost.
- Bidder in their environment needs to use Project Management Tool such as Jira (Atlassian) / MPP (Microsoft) for project management and Monitoring & Control, at their own cost and provide access of the tool to CGTMSE Project team as well for monitoring, Jira/MPP should be updated with the status real-time basis. CGTMSE will do review on Jira / MPP tool only.
- Provide best practice approach for process design, configuration, deployment etc.
- Project management practices are to be strictly followed by Bidder, non-adherence of the same will be taken seriously.

#### 4.2.17.3 People –

- Bidder needs to ensure the professional approach while deploying the resource for GMS project.
- Bidder must ensure that the resources proposed to be deployed for this project should comply with the qualified IT engineering background / experience / skill set with proper background verifications, which Trust may ask for anytime during the project.
- Appropriate number of SME (Subject Matter Expert) / (BA) Business Analysts should be deployed onsite to understand and obtain the requirement from respective stakeholders.
- The SMEs / BAs should understand flow of processes which are required to convert into a technical understanding and automate it.
- Project Management Resources should be minimum PMP / Prince2 Practitioner certified and should have handled large scale enterprise software development projects.
- Bidder needs to deploy / induct appropriate number of resources to ensure the quality delivery within stipulated timeframe as defined in this document.

#### 4.2.17.4 Project approach / Documentation / Location -

- Bidder will have to ensure the project management approach and methodology, Agile framework of project management is preferred by Trust, Bidder need to plan the project management and coordination people as per the decided framework only. Bidder will have to ensure proper Project Sign-off, Monitoring and control, Release Management, Project closure processes.
- In addition to standard software development project documents all other documentation to be ensured by bidder across the areas such as Functional, Technical, Architecture, process documents, Testing, user manual for the product, tools and utilities.

- The bidder should submit the entire documentation along with E-R diagram, Data flow diagram, System architecture diagram, Document flow diagram, LLD, HLD and table structures along with table fields etc.
- Bidder needs to submit the entire functional kit along with technical kit which should contain all the descriptions module wise. Bidder shall provide a complete screen wise documentation along with user manuals.
- Training videos, screen-wise presentation, graphical slide shows etc pertaining to entire product demonstration needs to be made by the bidder and submitted at the time of final delivery/installation/deployment.
- Trainings on the software to be provided to the stakeholders (Internal and External) as per requirement of CGTMSE. Bidder will deliver training content in digital form.
- The bidder should be undertaking confidentiality clause and related legal documents pertaining the same.

#### 4.2.18 Managed Maintenance Support

- **The date of software warranty/AMC will start in below sequence -**
  - **SLA Driven Managed Warranty Support** for 1 year from the date of acceptance and/or “Go-Live”, whichever is later. Warranty support is to be provided by Bidder on its own cost.
  - **SLA Driven Managed Regular Support** for 4 years from date of completion of warranty support.
- Bidder is required to provide the maintenance services for the solution. Bidder will extend end-user support, management and administration services of the solution throughout the contract period (This includes the extended two years contract, at discretion of Trust). Bidder will also deploy adequate and appropriate resources on-site at CGTMSE to manage all these services. This shall also include support on any enhancement / modification / additional integration or any other solution / application / portal in future which is required by trust under this engagement.
- Trust may extend the project tenure by one more years’ at its own discretion, keeping the rate, terms and conditions of 5<sup>th</sup> Year quoted in commercials of this RfP; bidder agrees to provide service at the same rate and same terms and conditions for extended one more year, in case the Trust demands so. The date of acceptance of the solution will be declared by CGTMSE after satisfying itself regarding the entire implementations and delivery.
- During the warranty/AMC period, the Bidder will have to provide the On-Site Post Implementation Support and other technical support for the software and any system software supplied. The adequate and suitable resources will be posted on-site by the bidder for support and maintenance of the applications for entire project tenure. Trust would prefer the same set of resources in support who have participated in development of application. Onsite resources

would be consisting of project manager level resource with required skills as stated in this document.

- The onsite warranty support team will deliver all the change requests identified in the developed and implemented functionalities, during the warranty support tenure within the project scope along with end-user support at no additional cost to Trust. Any requirement altogether new / fresh in nature will be routed through change management clause 5.
- During the warranty/AMC period, the bidder should provide update/upgrade of the technology such as framework, core front-end technologies and middleware being used to build the proposed solution (GMS) and also implement the same. Need of such upgrades may arise but not limited to VAPT, Non-working of application functionalities, integrations with third party systems etc.
- Bidder will bring it's own standard ticketing tool consist of below points for better tracking and monitoring of support operations and SLAs.
  - Rule based ticketing tool.
  - Auto categorization of tickets
  - Auto creation of tickets based on end-user's email.
  - MIS / Reports
  - SLA Monitoring
  - CSAT / Review functionalities
  - Access for monitoring to CGTMSE ITV as well
- Bidder will ensure a senior management level meeting quarterly onsite for quarterly business review for better collaboration and higher success of project.
- Bidder will provide **SLA Driven Managed Warranty Support** for 12 months from the date of Go-Live ensuring below -
  - **1<sup>st</sup> Six months – Hypercare support**
    - Window / Business Hours - Monday to Saturday (09:00 AM to 09:00 PM)
      - Extended Support on Month Ends including holidays / weekends (29<sup>th</sup> day of every month to 02<sup>nd</sup> day of next month) - 09:00 AM to 09:00 PM
      - Extended Support on Severity 1 issues / DR Situations – 24 HOURS \* 365 DAYS throughout the contract period
    - Site –
      - Onsite deployment of L1, L2, Tester / BA and PM team at CGTMSE Mumbai Office (Minimum staff onsite staff is

- required for handholding but SLA achievement is prime objective with quality support)
- Offsite deployment of L3, Lean and SMEs teams (Bidders Development Center – Preferably Mumbai location)
  - **Warranty Support Scope including below but not limited to –**
    - All issues / bugs / service requests / problems
    - All modification / change requests
    - Stabilization, Corrections, Modifications, and consistent monitoring of mobile, dashboards, workflows, integrations in addition to system support
    - End-user hand-holding support
    - User awareness and trainings
    - User adoption monitoring
    - Report’s tuning / modifications / backend data servicing etc.
    - Quality and SLA Based Governance
    - RCA & Permanent Fixing
    - Preventive & Corrective Actions
    - Compliance / System Audits / VAPT
    - Consultation for Process & Application Improvements
    - Application Performance Management
  - **Deliverables**
    - Weekly Status Report, Monthly Status Report, Repeat ticket analysis / root cause analysis and Permanent fixes of all the reported issues.
  - **Next 6 months Warranty SLA driven Managed Support covering below -**
    - **Window / Business Hours - Monday to Friday (09:00 AM to 06:00 PM)**
      - Extended Support on Month Ends including holidays / weekends (29<sup>th</sup> day of every month to 02<sup>nd</sup> day of next month) - 09:00 AM to 09:00 PM
      - Extended Support on Severity 1 issues / DR Situations – 24 HOURS \* 365 DAYS throughout the contract period
    - **Site –**
      - Onsite deployment of L1, L2, Tester / BA and PM team at CGTMSE Mumbai Office (Minimum staff onsite staff is



- required for handholding but SLA achievement is prime objective with quality support)
- Offsite deployment of L3, Lean and SMEs teams (Bidders Development Center – Preferably Mumbai location)
  - Warranty Support Scope including below but not limited to –
    - All issues / bugs / service requests / problems
    - All modification / change requests
    - Stabilization, Corrections, Modifications, and consistent monitoring of mobile, dashboards, workflows, integrations in addition to system support
    - End-user hand-holding support
    - User awareness and trainings
    - User adoption monitoring
    - Report’s tuning / modifications / backend data servicing etc.
    - Quality and SLA Based Governance
    - RCA & Permanent Fixing
    - Preventive & Corrective Actions
    - Compliance / System Audits / VAPT
    - Consultation for Process & Application Improvements
    - Application Performance Management
  - Deliverables
    - Weekly Status Report, Monthly Status Report, Repeat ticket analysis / root cause analysis and Permanent fixes of all the reported issues.
  - Bidder will provide **SLA Driven Managed Regular Support** for 4 Years from the date of completion of Warranty Support ensuring below -
    - Window / Business Hours - Monday to Friday (09:00 AM to 06:00 PM)
      - Extended Support on Month Ends including holidays / weekends (29<sup>th</sup> day of every month to 02<sup>nd</sup> day of next month) - 09:00 AM to 09:00 PM
      - Extended Support on Severity 1 issues / DR Situations – 24 HOURS \* 365 DAYS throughout the contract period
    - Site –
      - Onsite deployment of L1, L2, Tester / BA and PM team at CGTMSE Mumbai Office (Minimum staff onsite staff is

- required for handholding but SLA achievement is prime objective with quality support)
- Offsite deployment of L3, Lean and SMEs teams (Bidders Development Center – Preferably Mumbai location)
  - Support Scope including below but not limited to –
    - All issues / bugs / service requests / problems
    - All minor changes / modification
    - Stabilization, Corrections, Modifications, and consistent monitoring of mobile, dashboards, workflows, integrations in addition to system support
    - End-user hand-holding support
    - User awareness and trainings
    - User adoption monitoring
    - Report's tuning / modifications / backend data servicing etc.
    - Quality and SLA Based Governance
    - RCA & Permanent Fixing
    - Preventive & Corrective Actions
    - Compliance / System Audits / VAPT (As per defined frequency)
    - Consultation for Process & Application Improvements
    - Application Performance Management
  - Deliverables
    - Weekly Status Report, Monthly Status Report, Repeat ticket analysis / root cause analysis and Permanent fixes of all the reported issues.

*\* Onsite is CGTMSE Mumbai Office.*

*\* Offsite is Bidder's development center in Mumbai.*

*Note –*

- *In Warranty support, change requests are to be delivered by bidder as part of scope, whereas in regular support change request will be delivered as per clause 5 "Change Management" of this RfP Document.*

The above scope given in respective business process section 4.2 is indicative and high-level, the detailed scope shall be provided by trust at the time of software requirement specifications (SRS) stage and the same shall be signed off as project delivery scope; this shall be agreeable to bidder for getting the same delivered within project timeline, along with any modifications trust may suggest during course of project (till go-live), The Trust reserves the right to modify / delete / introduce new processes, project scope, support scope, locations, deliverables etc. in the list before or after implementation.

Trust has conducted a Business Process Re-engineering (BPR) process and bidder needs to review the same as well to include all the additional modules (like but not limited to audit, scheme servicing, compliance module etc.) as may be required by Trust. This should be part of SRS activity.

Bidder needs to understand the business process in detail by interacting with CGTMSE stakeholders and develop their architecture on basis of best suitable and beneficial option for trust. Bidder should also conduct GAP analysis on independent basis wherein the existing gaps between the current business applications and the proposed GMS must be identified and submitted to trust. These gaps should be further discussed with Trust and the ones to be covered / approved by Trust must be included in SRS which ultimately shall materialize as process flow of new GMS solution.

Successful Bidder may approach CGTMSE with any better suggestion and innovative idea on tools, technology, project management approach, The Trust reserves the right to take decision on the given suggestion.

#### **4.2.19 Project closure (Development) / acceptance criteria**

Bidder will have to satisfy the below criteria on project closure to process the acceptance –

- Fully functional Solution
- Delivery of complete Scope
- Quality code and delivery
- Security Audit / VAPT certified
- Smooth operations for a month
- Hand-over of the concluded code
- CSAT Survey rating above 90 (Every six month during the support)

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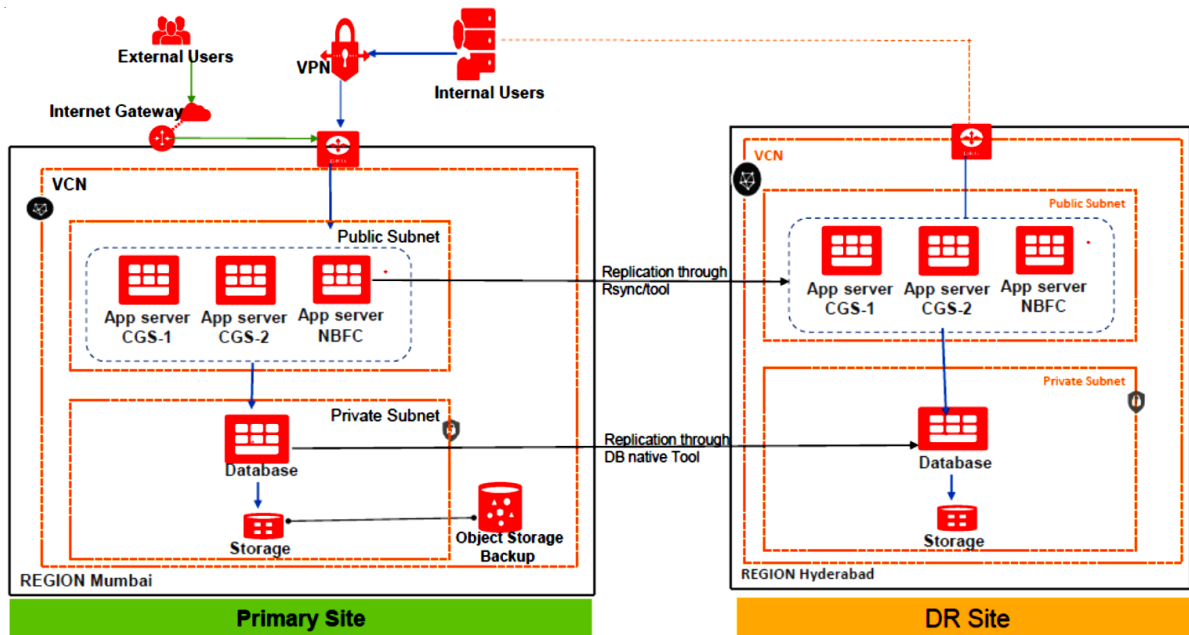
### **4.3 Tools and Licensing: OS, Database, Middleware, Hosting etc.**

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#### **4.3.1 Current Hosting IT Infrastructure:**

Currently CGTMSE's following IT Infrastructure which is hosted at 2 different 3<sup>rd</sup> party Data Centre in India.

Following diagram presents the high-level indicating diagram of CGS-1 and CGS2 applications for bidders' reference, the similar architecture is maintained at another data center for CGSSD and PMSVANidhi applications for bidders' reference-



#### 4.3.2 Details of the current Application / Middleware / Databases / OS:

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.

Application		Middleware & Databases		
Application Name	Application Stack	Database & Middleware	No. of instances & approx. Size	Deployment and Architecture
CGS -1 (Inter and Intra)	Java 1.6, JSP, Struts 1.2, Hibernate OS – Windows Server R2	DB - Oracle 11g Enterprise 11.2.0.4-64 Bit	02 Database with each of 350 GB approx. size (INTER and INTRA)	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.
CGS -2 (NBFC)	Java 1.8, JSP, Spring 3, Hibernate OS – Windows Server R2	MW - JBoss 5 OS – Oracle Linux		
CGSSD	Java 1.6, JSP, Struts 1.2, Hibernate OS – Windows Server R2	DB - MySQL8 MW - JBoss 5 OS – RHEL 7	01 Database of 100 GB approx. size.	Database is running in Master-Slave. Application server is running in HA.
PMSVANidhi	Java 1.8, JSP, Spring 3, Hibernate OS – Windows Server R2	DB - MySQL8 MW - JBoss 5 OS – RHEL 7	01 Database of 100 GB approx. size.	
<b>Antivirus S/w</b> → Existing service provider has installed FortiClient Antivirus Ver.12 part of the security services.				
<b>Non-Production install base</b> – UAT and Dev environments are maintained by CGTMSE in-house.				

### 4.3.3 Details of the Application / Middleware / Databases / OS required for GMS:

S. No.	Parameter	Database to be used by Bidder to develop GMS	Technical Description and cost implication
1.	Database	Oracle 19C or Above, whichever is most stable	<ul style="list-style-type: none"> <li>Oracle would be the preferred database for developing GMS.</li> <li>Bidder will be solely responsible to keep database up-to-date for GMS, All the upgrades and support related to GMS application must be highlighted to CGTMSE's Database maintenance team by bidder time-to-time proactively.</li> <li>Database management (SQL/PLSQL etc.) at functional and application level has to be managed by bidder.</li> <li>All database licenses for UAT / PROD will be provided by the Trust.</li> <li>Bidder can either use UAT database instance for development and UAT both, If bidder uses their own database for development, Trust will not bear the cost of it.</li> <li>Execution of all schedule database jobs, alerts, triggers, other database objects shall be Bidder's responsibility, Bidder need to work in high collaboration and close coordination with Database maintenance team.</li> <li>Bidder needs to keep development and maintenance resources who understands database matters / issues and understand all pertaining terminologies end-to-end.</li> </ul>
2.	Middleware	JBoss EAP 7 or above latest most compatible version with Java 8 (or above) and Spring Boot Framework.	<ul style="list-style-type: none"> <li>GSM solution should be compatible with given middleware version.</li> <li>Its bidder's responsibility to ensure the compatibility and proper and secured functioning of GMS solution over given middleware version.</li> <li>During VAPT, the observations may be given by auditor are to be fixed by Bidder, the findings pertaining to middleware are to be fixed by CGTMSE's middleware team, but bidder will only have to coordinate / collaborate with middleware team and get work done.</li> <li>Bidder needs to keep development and maintenance resources who understands middleware matters / issues and understand all pertaining terminologies end-to-end.</li> <li>All Middleware licenses for UAT / PROD will be provided by the Trust, If any.</li> <li>Bidder can either use UAT instance for development and UAT both, If bidder uses their</li> </ul>

			own middleware instance for development, Trust will not bear the cost of it.
3.	Operating System (OS)	Oracle Linux or Red hat Linux 7 or above (Whichever is latest and most compatible with whole GMS technology stack)	<ul style="list-style-type: none"> <li>GSM solution should be compatible with given OS version.</li> <li>Its bidder's responsibility to ensure the compatibility and proper and secured functioning of GMS solution over given OS version.</li> <li>During VAPT, the observations may be given by auditor are to be fixed by Bidder, the findings pertaining to OS are to be fixed by CGTMSE's OS team, but bidder will only have to coordinate / collaborate with OS team and get work done.</li> <li>Bidder needs to keep development and maintenance resources who understands OS matters / issues and understand all pertaining terminologies end-to-end.</li> <li>All OS licenses for UAT / PROD will be provided by the Trust.</li> <li>Bidder can either use UAT instance for development and UAT both, If bidder uses their own instance for development, Trust will not bear the cost of it.</li> </ul>
4.	Core application technology	Angular JS, Spring Boot / Microservices, Hibernate, Java 8 or above	<ul style="list-style-type: none"> <li>GSM solution is to be developed on given technology stack.</li> <li>Bidder needs to ensure the latest stable versions of each individual technology components.</li> <li>Bidder needs to ensure the state-of-art and best of breed development of GMS solution considering futuristic technology competitiveness and advancements.</li> <li>Bidder needs to ensure GMS solution with the given technology stack should be developed to easily accommodate the future business needs / enhancements / OS migrations / database migrations / Middleware migrations etc.</li> <li>Trust may decide to go for advance technologies with GMS solutions such as Containerization and APM but not limited to, bidder needs to ensure the development of GMS application best fit for containerization and cloud native but Cloud OEM independent etc.</li> <li>Its bidder's responsibility to ensure the compatibility and proper and secured functioning of GMS solution over given OS, Middleware, and database version using the given technology stack.</li> <li>During VAPT, the observations may be given by auditor are to be fixed by Bidder, the findings pertaining to OS are to be fixed by</li> </ul>

			<p>CGTMSE's OS team, but bidder will only have to coordinate / collaborate with OS team and get work done.</p> <ul style="list-style-type: none"> <li>• Bidder needs to keep development and maintenance resources who understands all terminologies pertaining to given technology stack end-to-end.</li> <li>• The development tools should be licensed and secured as per IT security standards at Bidder's end. The cost pertaining to licenses (if any) of given technology stack is to be borne by Bidder for development environment, Trust will not bear the cost of it.</li> </ul>
4.	Development and Deployment Approach	Micro Services Approach	<ul style="list-style-type: none"> <li>• GMS application should be a light-weight application.</li> <li>• Trust will not encourage single monolithic application approach rather GMS should be developed keeping a modular approach.</li> <li>• Micro service under Modular Approach / API Signature based handshaking points between different modules / port-based communication shall be the focus of application.</li> <li>• It's advised to avoid whole code is merged into a single war / jar for deployment, code merging and code management at source safe should be under modular approach only.</li> <li>• ORM Based approach / Hibernate / Data layer framework / Security of DB objects by Wrapping or encryption etc. will be discussed with selected bidder, but bidder should have subject matters experts aligned to GMS project for the same.</li> </ul>
5.	Hosting	Oracle Cloud Infrastructure (OCI)	<ul style="list-style-type: none"> <li>• GMS Application will be hosted on standalone server or HA on OCI, bidder need to ensure development of GMS solution best fit for the HA and cloud.</li> <li>• GMS application will have database on RAC / OTP.</li> <li>• The cost pertaining to licenses of servers will be borne by trust for UAT and PROD, Trust will not bear the cost of development environment.</li> </ul>
			<ul style="list-style-type: none"> <li>• In nutshell CGTMSE will bear the cost of licenses and servers for UAT and PROD environments.</li> <li>• Any cost pertaining to development tool, development environment licenses, servers and ongoing support is to be borne by Bidder only.</li> <li>• Cost of SSL certificates will be borne by CGTMSE.</li> <li>• During the development bidder will have to provide the laptops / desktops / internet / printer to development team at their premise and the resource deployed onsite for various purpose during the development phase.</li> </ul>

- Bidder will have to ensure all the machines provided to developers are well protected under ISMS and IT security policies. CGTMSE ITV reserves the right to visit Bidder's premise and check / audit the complete IT setups of bidders.
- Anytime development / support team comes to CGTMSE premises carrying bidder provided laptops, CGTMSE will perform all due diligence pertaining to IT Security.
- Bidder will provide an undertaking of NDA and Information security for the resources who are deployed on project.

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#### 4.4 Performance Criteria

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

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

Total register users – 10000

No. of concurrent users – 2000

Growth factor – 25% year-on-year

Bidder needs to provide the load testing certificate at the time go-live as a mandatory deliverable, perform simulation using the automated tools, load should be of minimum 6000 users during the testing. Application pages / functionalities response time should be in standard acceptable limits.

Based on the load / stress testing results bidder has to propose the required infra resource in cloud hosting environment.

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#### 4.5 Severity, Priority and SLAs

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Service Level requirements will be necessarily managed by the Service Provider **using any tool of the service provider's choice throughout the support tenure post go-live**. Service provider will make this information available to authorized CGTMSE personnel through on-line browsing and also through hard copy of the report as per requirement.

Service factors must be meaningful, measurable and monitored constantly. The various service levels which are liable for penalty are outlined in tables 4.8.1 and 4.8.2 besides uptime efficiency of 99.5%.

**For the purpose of monitoring the SLAs post go-live in the RfP, the bidder shall provide Incidents and SLA management tool for recording all incidents regarding applications. Users, both internal and external, will have access in the tool to**



report incidents on real time basis. The bidder shall also record resolution in the same tool as and when required. The Bidder shall monitor SLA breaches through the tool. CGTMSE will be given web-based access of this tool at multiple levels to monitor life-cycle of the incidents, their resolution and SLA compliance. Bidder will be responsible to submit report of calculation of SLA and applicable penalty along with periodical invoices to CGTMSE as and when applicable as per payment terms.

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

**Table 4.8.1 SLA and Severity of Defects**

Defect Severity	Business Impact	Response Time	Resolution Time
S0	Issues causing severe business impact on Data Integrity, Security, UAT and Transaction Accuracy or leading to revenue loss or issue impacting all the business users or issue impacting VIP users.	Within 30 Minutes from receipt of ticket / issue	60 min - quick-fix within the reporting of issue. 2 working days – permanent resolution
S1	Issues causing high business impact on Functionality, UI/Usability and Response Time. A core revenue division and set of users are affected.	Within 30 Minutes from receipt of ticket / issue	3 Hours - quick-fix within the reporting of issue. 4 working days – permanent resolution
S2	Issues causing moderate or lower business impact on Functionality, UI/Usability, Accessibility which do not block the user to transact	Within 30 Minutes from receipt of ticket / issue	6 Hours quick fix within the reporting of issue. 5 working days – permanent resolution

**Table 4.8.2 Priorities of Defects and Resolution SLAs**

Defect Priority	Business Impact	Resolution Details
P0	All Portal (GMS) users affected. E.g. Portal is not up or Logins are blocked or Application request Submit is not taking place or payment transactions are processed to incorrect accounts, users are unable to transact.	Shall be resolved within 60 minutes through a quick-fix engineering. A permanent solution shall be deployed within 2 working days
P1	CGTMSE users are affected. e.g. users are not able to view reports or carry out normal functions	Shall be resolved within 3 hours through a quick-fix engineering. A permanent solution shall be deployed within 4 working days.
P2	A user is affected. e.g. User is not able to enter / process the transaction, specific login issues, mails / alerts / SMS not being sent / minor transaction issue	Shall be resolved within 6 hours through a quick-fix engineering. A permanent solution shall be deployed within 5 working days

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

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

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

VIP Users are Leadership Team and Senior Management Team of Trust / Senior Government Officials of Ministries.

**Table 4.8.3 Compliance Level for SLAs**

Severity or Priority Level	Response Time	Penalty
S0 or P0	Response Time $\leq$ T (As per table 4.8.1 and 4.8.2) from the time the complaint / query is reported for resolution to the helpdesk.  Note- T refers to response time referred to in 4.8.1 and 4.8.2	₹ 1000 for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.
S1 or P1		
S2 or P2		

Severity or Priority Level	Resolution Time	Penalty
S0 or P0	Resolution Time $\leq$ T (As per table 4.8.1 and 4.8.2) from the time the complaint / query is reported for resolution to the helpdesk.  Note- T refers to quick fix solution time referred to in 4.8.1 and 4.8.2	₹5,000/- for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.
S1 or P1		₹4,000/- for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.
S2 or P2		₹ 1000 for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.

The penalty against SLAs would be as follows:

**Table 4.8.4 Penalty for breach of SLAs**

Parameter	Target	Basis	Penalty			
Application Uptime## Any other IT component in the application	>= 99.50%	Per 0.5% breach of target.  This will be calculated monthly after the Go-live of the application. Uptime (%) = <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Business hours application available and up in the month</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">X 100</td> </tr> <tr> <td style="text-align: center;">Total business hours in the month</td> </tr> </table>	Business hours application available and up in the month	X 100	Total business hours in the month	Per 0.5% breach of target penalty shall be ₹.10,000. Maximum penalty of 5 % of quarterly payment amount.  Penalty will be deducted from the quarterly payments.
Business hours application available and up in the month	X 100					
Total business hours in the month						

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

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

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

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

#### 4.8.5 Liquidity Damages

If there is delay in execution of the work in accordance with the timelines as mentioned in timeline table under Clause 6 and terms of this contract, the liquidity damages may be levied (at its discretion) by CGTMSE as below:

- Penalty of 1% of respective phase value per week of delay, in every phase shall be levied. There are N phases mentioned in the table till “go live” in Clause 6 and the payment schedule has been provided in clause 9.7 of this RfP; 1-week delay with respect to each phase, shall invite a penalty of 1% of that phase value. For e.g., the project cost is Rs.100, the phase 1 has 2%

payment scheduled for the scheduled work to be completed in 30 days from PO. Now if there is a delay of 1 week over 30 days, there shall be a penalty of .02% (1% of the phase having 2% of project value) of the project value which shall be levied on bidder every week.

- Penalty of 1% of the contract value per week of delay, subject to maximum of 10% of contract value (This is an overall clause implied on overall project timeline post 210 days)
- Any delay from CGTMSE shall not be considered as reason for exemption from penalties; however, CGTMSE at its sole discretion may consider genuine delays from Trust's end, as may deem fit by CGTMSE, can exempt from levying penalty at its sole discretion.
- Subsequently continuous delay in each phase/overall project, CGTMSE reserves the right to cancel the contract and so far developed code will be property of CGTMSE, Trust will not make any further payment for delayed phases.
- Liquidated damages for delay in deployment of resource(s) Service Provider shall deploy resources within 15 days from date of issue of order for additional resources by Trust. Any delay beyond such limit shall attract liquidated damage as under:
  - For delay  $\leq 7$  days 110% of the Manday cost
  - For delay  $> 7$  days 120% of the Manday cost
- Liquidated damages for absence of resource(s) taken under optional rate contract, vendor shall ensure the availability of resources as per defined Service Window. Any absence beyond the prescribed leave of absence shall attract liquidated damages as under in case stand-by resource with similar profile is not arranged by the Service Provider as per defined requirement:
  - Allowed leave of absence per month - 01 day.
  - Liquidated damages beyond leave of absence where continuous leave of absence  $\leq 10$  working days - 110 % of the Man Day cost where continuous leave of absence  $>10$  working days -120% of the Man Days cost

E.g.: If Resource is absent for 13 days (over and above allowed one day leave) in a month, for all 13 days, liquidated damages would be calculated as 120% of Man Day Cost\*13.

Note: Un-availed leave (if any) of the deployed resource will be carry forwarded to next month. In case of change of resource, un-availed leave by earlier resource will not be carried / clubbed with new resource.

## 5. Change Management

1. CGTMSE may request, in writing, about the need for a change in the solution during the contract period. The bidder shall evaluate the change request of CGTMSE, and if the requested change would, in its reasonable opinion, involve additional work or time, the bidder shall convey in writing to CGTMSE the man-

days effort required for the Change Request. The effort estimate, corresponding billable amount and planned delivery dates for the change required need to be discussed and mutually agreed with CGTMSE in writing.

2. The change management clause shall only be applicable and enforceable post completion of warranty support duration and till that time bidder will incorporate / deliver all the given changes as part of scope at no additional cost. The onsite warranty support team will deliver all the change requests identified in the developed and implemented functionalities, during the warranty support tenure within the project scope along with end-user support at no additional cost to Trust. Any requirement altogether new / fresh in nature will be routed through change management clause 5.
3. Till Go-Live all the changes / modifications requested as a part of change to SRS shall be considered and comprising of the project development scope and has to be delivered by the bidder in the delivery time frame in the cost.
4. The bidder is requested to submit the man-month rate for change management as part of the commercial bid. For details on the treatment of this optional rates, bidders may refer to the commercial bid.
5. A man-month will comprise of 24 working days to arrive at man-day rate for broken periods less than a month. The rates are inclusive of out-of-pocket allowance, travel etc. (Taxes and duties are as per rates applicable on the date of submission of bids). Criticality and timelines for changes would be mutually decided while providing request for change to the selected Bidder. CGTMSE may be utilizing the on-site resources for routine maintenance, change requests etc, but not limited to; however, upon Trust's discretion, it may decide for putting more manpower requisition and the rates to be charged by bidder shall be on basis of optional man-month rates as provided by bidder in commercial sheet.
6. The bidder must provide the proposed change management methodology as part of their technical bid.

## **6. Time Frame / Tenure of the Contract**

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

Bidder will have certain period for development / implementation of the solution. After Go-live and acceptance of the solution, the bidder will support the solution for 5 years out of which 1<sup>st</sup> year will be warranty period and next 4 years will be AMC periods (This is a part of RfP and not a separate service which bidder may back out then). The project period will be of 5 years after successful implementation and acceptance of the solution as a whole.

Trust may extend the project tenure by one more year (i.e. 6<sup>th</sup> year from going live) at its own discretion, keeping the same terms and conditions of this RfP; bidder agrees to provide service at the same terms and conditions for extended two more year, in case the Trust demands so.

The development has to be done by the bidder at bidder's office / development center; however, as need be, the bidder needs to come to CGTMSE's office for understanding the project scope during application development phase and UAT phase. Additionally, the project manager needs to report the progress report of GMS development to CGTMSE on weekly basis onsite, during the project development / implementation phase.

The bidder will quote separately year-wise application support for 4 years period as mentioned in the commercial bid format.

Following are the indicative timelines for the development & implementation part of the project. The development & implementation of the solution is expected to be completed within 7 months from date of contract.

Bidder will prepare a plan of delivery and complete the project within 7 months. Delivery/UAT/Implementation of the modules will be in phases. Plan of delivery will broadly follow the following timeline:

Phase	Description	Timelines
I	Assessment of requirement and submission of software requirement specifications (SRS)	30 Days from PO release date
II	Sign off SRS by CGTMSE	7 days from date of SRS submission to CGTMSE
III	Development and delivery for UAT	170 Days from PO Release Date
IV	Completion of UAT and User Acceptance certificate	190 Days from PO Release Date
V	Deployment of Production environment (Delivery)	210 Days from PO Release Date
VI	Data Migration	210 Days from PO Release Date
VII	Go live	210 Days from PO Release Date
VIII	Post Go-live and acceptance of the whole solution and application onsite support.	1 Years Warranty Support 4 Years Regular Support

Bidder will prepare plan for all the modules and same will be mutually finalized by CGTMSE and the bidder. At least Five banks need to be integrated through API at "Go-Live" stage. Post implementation and acceptance of the solution, vendor will provide onsite support as mentioned above.

The selected vendor will be coordinating complete solution and application related requirement with the cloud infrastructure team for smooth deployment and operations of GMS -

**Key Ownership, Responsibilities & Scope:**

Sr. No	Roles and Responsibilities	CGTMSE	Bidder
1	IPR and Ownership of Application	Y (Sole)	N
2	Marketing Campaign / Usability / Promotion	Y	N
4	Servers and pertaining softwares, if any	Y	N
5	DC and DR Management and Hosting Support	Y	N
6	Coordination with cloud hosting Service provider	Y (Secondary)	Y (Primary)
7	Development and Implementation of GMS	N	Y
8	Application and end-user support, Documentations	N	Y
9	Change Management and Bug Fixing	N	Y
10	Data Ownership	Y (Sole)	N
11	GMS Application Demos and Product Presentations	N	Y
12	SIT, UAT Fixes, VAPT, System Audits, Report, 3 <sup>rd</sup> party software integration, Certification, Compliances etc.	N	Y

\*Bidder shall have no right on data/ analysis/knowledge which may be derived directly or indirectly while developing this application 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 and provide the support to meet the SLAs. It shall prepare the deployment plan and factor the cost accordingly in commercial bid.
- 7.1.2 The development exercise would be completed out of bidder's premise and Trust is not expected to allocate full time working desks for developers.
- 7.1.3 The project manager is expected to provide update on the status of the

project on weekly basis in person at CGTMSE premise mandatorily.

7.1.4 The resources which Trust may take under optional rate contract will be deployed at CGTMSE Mumbai office, Below are the conditions for the resources taken under optional rate contract -

- CGTMSE holidays and working calendar will be applicable for the hired resources. In case required, the resources will have to work beyond normal working hours and holidays.
- In case of resource requirement on holiday /Saturday/ Sunday, additional payment will be made, based on proportionate amount (person-day rate) of the cost of respective year mentioned for respective category as mentioned in Commercial Bid.
- On need basis, resource requirement on holiday / Saturday/ Sunday will be informed in advance by Trust. After intimation from Trust, vendor is required to extent the resource support on holiday / Saturday / Sunday(s).
- A person month will comprise of 24 days to arrive at person day rate for broken periods less than one month.
- The resources deployed under optional rate contract during the project tenure should report to the Project Manager involved in GMS solution project. Project manager should monitor the complete performance of these resources.
- CGTMSE reserves the right to ask for replacement or discontinuation on performance and behavioural grounds.

## 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 stages.

**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. Request for Proposal for Development and Maintenance of GMS
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. If 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**.

Brief about the eligibility criteria is being mentioned herein.

S No	Eligibility Criteria	Supporting Documents Required
1	The Bidder should either be a partnership firm, LLPs or a limited Company under Indian Laws, Government Organization / PSU/ PSE or autonomous Institution approved by GOI / RBI. It should not be an Individual / Proprietary Firm / HUF etc.	Copy of Certificate of Incorporation / Partnership Deed  Proof of office address also to be furnished.
2	The bidder should have been in existence for at least three years as on 31 March 2021 (in case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into considerations).	Certification of Incorporation / Certificate of commencement of business.
3	The Bidder should have a minimum turnover of at least INR 50 Crores or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid. (FY 2018-21)  For Start-Up companies (As defined by government by India DPIIT) turn over should be minimum 25 Crore.	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation).  In respect of FY 2021, if un-audited, Auditors certificate for provisional numbers may be submitted.
4	The bidder should have been profitable (on cash profit basis) in the last two out of three financial years (FY 2018-21)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation).  In respect of FY 2021, if un-audited, Auditors certificate for

		provisional numbers may be submitted.
5	The bidder should have a positive net worth during the last two financial year (FY 2020 & FY 2021)	Audited financials for FY 2019 & FY 2020. In respect of FY 2021, if un-audited, Auditors certificate for provisional numbers may be submitted.
6	The bidder should be having CMMI Level 3 Or above as on date of bid submission.	Copy of the certificate should be valid as on date of this RfP should be furnished
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 / DFID(UK) / Multilateral / bilateral agencies etc. in India and globally.	Self-Declaration
8	The Bidder should have development and support centre in India.	An undertaking with details of the location and resources to be submitted. Self-declaration with address and contact details on letterhead.
9	The Bidder should be in compliance with the regulatory requirement, as applicable to them.	Self-declaration with address and contact details on letterhead
10	The Bidder must have strength of at least 50 IT Software Professionals on their payroll as on date of submission of this bid.  At least 20 of these professionals must have experience in core application technology mentioned in clause 4.3.3 of this RfP document.  <i>(Bidder needs to ensure this strength throughout the project tenure)</i>	Certificate from HR head on the letter head of Bidder certifying the availability of resources on their payroll as on date of submission as per the requirement.  Submit the resume of 20 resources specifying the said expertise.
11	Experience– Bidder should have executed minimum 2 projects of similar nature and size in Loan Management System / Credit Guarantee Management / Large Scale Finance related Projects in BFSI Domain or in Large Enterprises.	Work order and work completion certificate to be submitted.  (Projects should have developed end-to-end in project mode and not in T&M / Resourcing Mode)

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

**Note:** In case the Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale, etc.) in the last three financial years (FY 2018-19, 2019-20, 2020-21), it may showcase credentials of its erstwhile current entity provided sufficient documentary proof is submitted with the bid to evince that such credentials have accrued to / transferred to are in the name of the bidding entity and the bidding entity is authorized to use such credentials.

\*\* 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 in addition.

### 8.3 Stage II – Evaluation of Technical Bids and Presentations

Eligible Technical Bids would be assessed as per the requirements of the RfP. The Trust intends to adopt a holistic technical evaluation criterion to enable engagement of the technical and development services. Bidder would be required to submit the Technical Bid as per the format provided in the RfP as per **Annexure - Form 3**

The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.

Trust may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Trust.

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

S#	Criterion	Documents To be Provided	Max Score
1	<b>Experience around understanding of lending operations</b>		
1.1	Number of Loan Processing System / Loan Management System / Guarantee Management System / Insurance Management System developed to facilitate loan approvals in automated manner in BFSI sector along with maintenance (Maximum of 5 Marks for each project citation, Subject to maximum score of 15) Marking for the cited Projects would be as below – - Automated Application Processing – 1 Mark - Bulk Upload – 1 Mark	Project completion certificate with awarded work order copy (Projects should have developed end-to-end in project mode and not in T&M / Resourcing Mode)	15

S#	Criterion	Documents To be Provided	Max Score
	<ul style="list-style-type: none"> <li>- Automated Payment &amp; collection – 1 Mark</li> <li>- API Integration – 1 Mark</li> <li>- MIS Reporting – 1 Mark</li> </ul> <p><i>Note: Only completed project with minimum one year of successful implementation post go-live.</i></p>		
1.2	<p>Full-time professional permanent/on roll staff engaged exclusively in software application development / project management (Number of staff) in India as on date of issue of RFP.</p> <p>&gt;=150: 15 marks &gt;=100 to &lt;150: 10 marks &gt;=50 to &lt;100: 5 marks &lt;50: 0 marks (Subject to maximum score of 15)</p>	HR department self-declaration on entity's letter head stamped and signed, along with chartered accountant's certification.	15
1.3	<p>Citation of Software application development projects experience in all of the mentioned technologies - Angular JS or equivalent, Spring Boot / Microservices, Hibernate or use of any ORM concept, Java 8 or above and Oracle Database – 5 Marks Each Project, Subject to maximum score of 10.</p>	Project Completion Certificate with awarded work order copy	10
1.4	<p>Citation of projects Mobile application development experience (IOS and Android) and Business Intelligence project (Any BI) experience in BFSI domain – 5 Marks Each Project, Subject to maximum score of 10</p> <p>Marking for the cited Projects would be as below –</p> <ul style="list-style-type: none"> <li>- Mobile Application Project – Maximum 5 Mark</li> <li>- Business Intelligence Project – Maximum 5 Mark</li> </ul>	Project Completion Certificate with awarded work order copy	10
1.5	<p>ISO 27001 and CMMI L5 = 20 Marks ISO 27001 and CMMI L3 =15 Marks Without ISO 27001, Only CMMI L5 = 15 Marks Without ISO 27001, Only CMMI L3 = 10 Marks (Subject to maximum score of 20)</p>	Certificate to be valid as on the date of RfP issued	20
1.6	<p>Bidder's Development and Support Center with Minimum 20 Software Developers – Mumbai / Thane / Navi Mumbai = 5 Marks Outside Mumbai = 0 Marks</p>	An undertaking with details of the location and number of resources to be submitted.	5
2	<p><b>Technical document presented by the bidder highlighting the understanding of the problem statement, proposed solution, methodology and implementation plan – To be submitted as part of technical response</b></p>		

S#	Criterion	Documents To be Provided	Max Score
2.1	Understanding of the current assignment and Bidder's proposal on technology to be used ** - 5 marks, Subject to maximum score of 5	Detailed technical documentation explaining each of these as per the format attached	10
2.2	Project organization, Project plan, Methodology, Processes defined for management of the project – 5 marks, Subject to maximum score of 5		
<b>3</b>	<b>Presentation and Site Visit</b>		
3.1	BFSI Client testimonials certifying that bidder has executed and implemented the project of this scope and size; Additionally, a Site visit may be taken by CGTMSE at its discretion, if required (Bidders, at their cost, will arrange for site visit for any one of the projects cited in technical bid against point 1.1 above in this table); only GMS / LMS related project scope testimonials shall be considered – 5 marks, Subject to maximum score of 5	Bidder to submit client testimonial stating the project completion and project description;	15
3.2	<b>Presentation:</b> Bidder's clarity on the project scope and execution. Bidders will be allotted time slot of 1:30 hour for presentation at CGTMSE office based on ascending alphabetical order of their names. Date and time will be advised during technical evaluation. – 10 marks, Subject to maximum score of 10	In detail presentation to be given by bidder in person as called upon by Trust	
<b>Total</b>			<b>100</b>

\*\* Bidder has to submit proposed technology details along with its technical response as per the attached format of **Technical Response Document for Proposed GMS**. These technical details should be in line with Section 4.3.

The technical bid will be analysed and evaluated, based on which the Relative Technical Score ( $RS_{Tech}$ ) shall be assigned to each bid based on parameters mentioned above. Relative Technical Score ( $RS_{Tech}$ ) for each bidder will be calculated as follows based on scoring of above parameters:

$$RS_{Tech} = T / T_{high} * 100$$

Where,

$RS_{Tech}$	=	Relative score obtained by the bidder
T	=	Technical score obtained by bidder
$T_{High}$	=	Highest Technical score secured among the Bidders

Technical Bids receiving a  $RS_{Tech}$  greater than or equal to a score of 75 (cutoff marks) will be eligible for consideration in the subsequent round of commercial evaluation. If less than 3 bidders qualify as per above criteria

( $RS_{Tech} \geq 75$ ), Trust reserves the right to short list maximum top 3 bidders subject to  $RS_{Tech} \geq 65$ .

CGTMSE reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

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#### 8.4 Stage III – Evaluation of Commercial Bids

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- 8.4.1 Currency – The Bidder is required to quote in Indian Rupees ('INR' / '₹'). Bids in currencies other than 'INR' / '₹' may not be considered.
- 8.4.2 Tax – Bidder should quote the basic cost and the prevailing taxes separately. The main amount should include all, transportation, installation, out of pocket etc., that need to be incurred while executing the project.
- 8.4.3 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.
- 8.4.4 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.
- 8.4.5 At this stage, only the technical shortlisted bidders out of Stage II will be considered for commercial evaluation.
- 8.4.6 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.
- 8.4.7 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.
- 8.4.8 Net Present Value (NPV) would be calculated for all the prices, quoted by the bidder in cost summary of Commercial Bid Format (Form 4) for all the years, to arrive at derived commercial bid price for the purpose of commercial evaluation. Price quoted for 'Development & Implementation period' and Year 1 will be together treated as 1<sup>st</sup> year's price for calculation of NPV. NPV for prices of other years quoted in Form 4 shall be calculated

considering them to be the price for the respective years.

8.4.9 Discount rate will be considered by Trust as 8.28% for calculation of NPV.

A = the cost of application support management as well from 2<sup>nd</sup> year to 5<sup>th</sup> year for a period of four years, at Net Present Values (NPV) as mentioned in the commercial bid format.

The Net Present Value (NPV) per year will be calculated as per the following formula:

$$\frac{C}{(1+r)^n}$$

Where:

- 'C' is the total mandatory cost given in 12.4 Form 4: Commercial Bid.
- 'r' is Discount Rate which for calculation purpose is taken as **8.28 %**.
- 'n' is number of years, i.e. 1 for 1st year, 'n' is 2 for 2nd year, 3 for 3rd year, 4 for 4th year, 5 for 5th year.

B = Optional Change Request, Manpower / resource support cost (as given in 12.4 Form 4: Commercial Bid) as may be required by Trust for executing change management at any point of time during project tenure.

$$TCO = A + B$$

8.4.10 TCO will be taken to Relative Commercial Score formula.

8.4.11 Relative Technical Score ( $RS_{Tech}$ ) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.

8.4.12 Relative Commercial Score ( $RS_{Com}$ ) for each bidder will be calculated as follows:

$$RS_{Com} = C_{Low} / C \times 100$$

Where:

- $RS_{Com}$  = Relative score for Commercial Bid of the bidder
- $C^*$  = TCO value of the bidder under consideration
- $C_{Low}$  = Lowest TCO value out of all eligible commercial bids obtained.

\*Bidders to note that this value shall be considered / calculated as total cost indicated by the bidder in the commercial proposal and shall be calculated as "Base Cost" + "Taxes". Accordingly, bidders are taken note of the same and submit the commercial proposal as per the format only.



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## 8.5 Final Selection of Eligible Bidder

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1. Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows:

$$RS = RSTech \times 0.75 + RSCom \times 0.25$$

2. The eligible bidder will be selected based on maximum Relative Score (RS) obtained.
3. The bidder with the highest Relative Score (RS) will be selected for further discussion.
4. In case of a tie after the commercial evaluation stage, CGTMSE's decision will be final and will be based on marks scored in the technical evaluation only.
5. The Bidders shall submit their offers strictly in accordance with the terms & condition of the Tender document.

**Note:**

- (i) Commercial bid evaluation shall be considered as below in case of any kind of discrepancy:
  - If there is a discrepancy between words and figures, the amount in words shall prevail.
  - If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
  - If there is discrepancy between unit price and total price, the unit price shall prevail.
  - If there is a discrepancy in the total, the correct total shall be arrived at by CGTMSE.
- (ii) In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

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## 8.6 Contract Finalization and Award

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- CGTMSE will award the contract to the bidder ranked first, If in case CGTMSE is unable to finalize a service level agreement with the bidder ranked first, CGTMSE may proceed to the next ranked bidder, and so on until a contract is awarded.
- A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of CGTMSE, the most advantageous and represents the best value to the project, price and other factors considered.
- Evaluations will be based on the proposals and any additional information requested by the CGTMSE.

## 9. Terms and Conditions

### 9.1 General

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

and other terms and conditions, while submitting the response.

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

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

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

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

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

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

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

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## 9.2 Service Delivery

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9.2.1 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.

9.2.2 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.

9.2.3 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

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### 9.3 Rules for Responding to the RfP

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- 9.3.1 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.
- 9.3.2 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.
- 9.3.3 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
- 9.3.4 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.
- 9.3.5 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.
- 9.3.6 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.
- 9.3.7 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.
- 9.3.8 Based on the Trust's requirements as listed in this document, the Bidders should architect the best-suited solution that would meet the Trust's

requirements and quote for the same.

- 9.3.9 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.
- 9.3.10 Either the Indian Agent on behalf of the Principal/ OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same item / product. If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM for the same item /product.
- 9.3.11 The bidder shall represent and acknowledge to the Trust that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations in the performance of the provisions of this RfP.
- 9.3.12 The bidder represents that all the services/ offerings quoted by the bidder in response to this RfP meets the requirements of the Trust as stated in this RfP. If any services, functions or responsibilities not specifically described in this RfP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RfP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RfP and shall be provided by the bidder at no additional cost to the Trust.
- 9.3.13 The bidder shall represent that the proposed services/ solution and its constituents including documentation and/ or use of the same by the Trust shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority (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.
- 9.3.14 The Trust will not be responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Trust at all times will benchmark the performance of the Vendor to this RfP and the expected service levels as mentioned herein. In the event of any deviations, the Vendor must make good the same at no extra costs to the Trust, in order to achieve the desired service levels as well as meeting the requirements as stipulated in this RfP.
- 9.3.15 Any additional or different terms and conditions proposed by the Bidder

would be rejected unless expressly assented to in writing by CGTMSE.

9.3.16 CGTMSE would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, except the late bid, to the Bidder.

9.3.17 No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc., unless stated expressly for specific activities, will be payable by the Trust. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Trust for the same.

9.3.18 The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description complying with the requirement must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. CGTMSE may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

9.3.19 Responses received become the property of CGTMSE

9.3.20 Responses received become the property of CGTMSE and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

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

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#### **9.4 Amendment to the bidding document**

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

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

9.4.3 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.

9.4.4 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.

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## 9.5 Bid Security

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### 9.5.1 Bid Price

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, **favouring '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

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

9.5.3 The Demand Draft/ Pay Order should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Trust.

9.5.4 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.

9.5.5 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.

9.5.6 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)

9.5.7 The selected Bidder will be required to provide a Performance Bank Guarantee for an amount equivalent to 3% of the contract value (Shall be value of TCO) 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%.

- 9.5.8 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.
- 9.5.9 The successful Bidder shall provide the PBG after the communication regarding acceptance of the services has been received from the Trust.
- 9.5.10 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.
- 9.5.11 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.
- 9.5.12 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.
- 9.5.13 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.



## 9.6 Payment Terms

- 9.6.1 First Payment and all subsequent payments will be released only after the receipt of Performance Bank Guarantee.
- 9.6.2 Payment for subsequent phases will be made only after payment of previous phases has been released and entire project code (all components) of all previous phases is submitted to CGTMSE in working condition.
- 9.6.3 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 Schedule

S. No	Description	Payment term - % of quoted project cost (As mentioned in commercial bid)
I	Completion of UAT and User Acceptance certificate Sign-off by both the parties	30% (After adjusting penalty, If Any)
II	Post Go-live and acceptance of the whole solution, Sign-off by both the parties	40% (After adjusting penalty, If Any)
III	Warranty Support Duration Completion, Sign-off by both the parties	30% (After adjusting penalty, If Any)
IV	Application support	In 4 equal quarterly instalments at the end of every quarter after adjusting penalty, If Any.
V	Optional Rate Contract Payables	In 4 equal quarterly instalments at the end of every quarter after adjusting penalty, If Any.

- 9.6.4 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 and as per CGTMSE's acceptance for declaring the above milestones as completed; For other services shall be on quarterly basis.

Any additional payment as mentioned under "C" shall be based on optional manpower rate as provided by bidder. This shall be made only post acceptance of Trust regarding any additional work to be executed under change management and upon acceptance of Trust regarding the number of manpower that may be required for defined time frame / number of months to execute that additional task.

No additional amount shall be paid to the bidder in case there is no pre-approval taken by bidder from the trust for any additional cost / work apart from the ones mentioned under commercials.

Payment in case of termination of project

1. The cost of full-time resources would be paid for the portion of services utilized.
2. 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.
3. The terms and conditions and calculations as mentioned in the excel sheet attached for commercial bid shall be final and binding.

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## 9.7 Termination Clause

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- 9.7.1 CGTMSE shall reserve the right to terminate the contract by giving 30 days' notice to the Service Provider, in the event of one or more of the following situations:
- i. Shortfall in achieving required Service Levels successively in two months.
  - ii. Bidder [Service Provider] fails to perform any other obligation(s) under the contract.
  - iii. Any threat is perceived or observed on the security of Trust's data/ application/ IT Infrastructure/ property out of any action by the on-site/ off-site staff associated with the delivery of services as per SOW.
  - iv. Bidder fails to rectify a default or given situation within a remedy period of 30 days given by the Trust. Trust will provide in writing the nature of the default/ situation to the vendor through a letter or mail correspondence. The 30 days' time period will commence from the day the Trust has sent such correspondence to the Vendor.
  - v. In the event of service provider becoming bankrupt or otherwise insolvent, CGTMSE may terminate the contract by giving even a short notice of less than 30 days and termination will be without any compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Trust.

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## 9.8 Transition Management

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- 9.8.1 In case CGTMSE decides to terminate the contract or the contract ceases to exist for any reason, Bidder will extend all the support for transfer of software, licenses, data with all relevant configurations of the setup to the

new service provider as decided by CGTMSE.

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## 9.9 Ownership of source code

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9.9.1 Source code of the entire proposed GMS solution, being built under the scope of this RfP will be owned by CGTMSE. Bidder will handover the entire set of source code, developed so far, as and when demanded by CGTMSE or on defined frequency as mentioned in RfP. If required, Trust may ask for the partly developed source code.

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

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## 9.10 Payment in case of Termination of contract

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9.10.1 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.

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

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## 9.11 Insurance

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9.11.1 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.

9.11.2 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.

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## 9.12 Rules for Evaluation of Responses

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9.12.1 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.

9.12.2 Bidders should be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the

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

- 9.12.3 CGTMSE may appoint the services of an external consultant/ agency for evaluation of the bids.
- 9.12.4 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.
- 9.12.5 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.
- 9.12.6 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.
- 9.12.7 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.
- 9.12.8 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.
- 9.12.9 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.
- 9.12.10 CGTMSE reserves the right to re-tender.

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### 9.13 Corrupt and fraudulent practice

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- 9.13.1 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:

- 9.13.2 “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.
- 9.13.3 “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.
- 9.13.4 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.

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## 9.14 Waiver

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- 9.14.1 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.

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## 9.15 Violation of terms & Subcontracting

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- 9.15.1 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.

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.

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## 9.16 Confidentiality

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9.16.1 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 / e-stamp paper of appropriate value at the time of submission of bids.

9.16.2 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.

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## 9.17 IPR Infringement

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9.17.1 As part of this project, bidder / service provider will deliver different software/ hardware/ services, if the use of any such software/ hardware/ services by / for CGTMSE, infringes the intellectual property rights of any third party, Service provider shall be primarily liable to indemnify CGTMSE to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to software/ hardware/ services provided/ used by Bidder/ Service provider under this project.

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

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## 9.18 Limitation of liability

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9.18.1 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.

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## 9.19 Rights to Visit

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9.19.1 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.

9.19.2 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.

9.19.3 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.

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## 9.20 Audit

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9.20.1 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:

9.20.2 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, 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 upon intimation by trust.

9.20.3 Right to remotely monitor access to CGTMSE's data and /or audit the log of access to CGTMSE's data stored at consultants premise / storage / Data Center.

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## 9.21 Compliance with Statutory and Regulatory Provisions

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9.21.1 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.

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## 9.22 Taxes and Duties

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9.22.1 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.

9.22.2 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.

9.22.3 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.

9.22.4 **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.

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## 9.23 Right of Publicity

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9.23.1 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.

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## 9.24 Resolution of Dispute

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9.24.1 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.

9.24.2 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.

9.24.3 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.

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

9.24.5 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.

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## 9.25 Force Majeure

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9.25.1 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 delays 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.

9.25.2 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.

9.25.3 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.

9.25.4 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.

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## 9.26 Indemnity

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9.26.1 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/or
- 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.

9.26.2 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.

9.26.3 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.

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## **9.27 NDA (Non-Disclosure Agreement), conflict of interest, non-solicitation and Non-compete**

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9.27.1 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 existing GMS and / or any associated portal / website for the purpose and the form in which such portals may assumed during the course of operation and development, 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.
- 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

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## **9.28 Pre Contract Integrity Pact (IP) & Independent External Monitor (IEM)**

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9.28.1 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.

9.28.2 The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at Annexure – Form 13 on the non-judicial stamp / e-stamp paper of requisite value (cost of stamp paper to be borne by the bidder) applicable at the place of its first execution

9.28.3 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

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## 9.29 Public Procurement Policy on Micro and Small Enterprises (MSEs)

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

9.29.2 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).

9.29.3 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.

9.29.4 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.

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## 9.31 General

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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.

#### **Procurement Policy on Micro and Small Enterprises (MSEs)**

1. CGTMSE follows SIDBI's Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol.

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).
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.
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. Bidder is required to inform its MSME status as per following definition, if applicable.

Table MSME Status Enterprise Category

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Up to Rs. 25 lakh	Up to Rs. 10 lakh
Small	Up to Rs. 500 lakh	Up to Rs. 200 lakh
Medium	Up to Rs.1000 lakh	Up to Rs. 500 lakh

## 10. Bids Submission

### 10.1 Contents and Format of Preliminary Eligibility (Envelope A)

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

- 10.1.1 Letter format for Submission of Bids Annexure - Form 1 Format
- 10.1.2 Eligibility Criteria in Annexure - Form 2 Format
- 10.1.3 Technical Bid in Annexure - Form 3 Format
- 10.1.4 Documents required to demonstrate compliance with all the eligibility criteria, as mentioned above.
- 10.1.5 Power of Attorney of the signatory as per the format provided in Annexure - Form 5 Format
- 10.1.6 Letter of Conformity as per format provided in Annexure – Form 6
- 10.1.7 Letter of Competence as per format provided in Annexure – Form 7
- 10.1.8 Undertaking as mentioned in Annexures - Forms.
- 10.1.9 Undertaking from the bidder/vendor that no inquiries or investigations

have been threatened, commenced or pending against us by any statutory or regulatory or investigative agencies or lending institutions.

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

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

10.1.12 Bank Mandate Form in Annexure - Form 11 Format.

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

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

10.1.15 Statement of Deviations in Annexure - Form 14 Format.

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

10.1.17 Tender Cost.

10.1.18 Documentary proofs.

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

10.1.19 The commitment that, the key personnel to be employed for carrying out the task of **development and implementation of Guarantee Management System (GMS)** for CGTMSE operations are qualified enough with adequate previous experience and that once they are assigned to the project, they will not be moved out of it, except for reasons beyond the control of the bidder.

10.1.20 Any other relevant legal document.

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## 10.2 Contents and Format of Technical Bid (Envelope B)

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

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## 10.3 Contents and Format of Commercial Bid (Envelope C)

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

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## 10.4 Bids Submission

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10.4.1 The bidder should put all the three, Envelopes / Folders A, B & C in a master Envelope / Folder labelled **"CGTMSE - Implementation of Guarantee Management System"**.

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.

10.4.4 The bidder cannot submit more than one proposals / bids / application in response to this RfP.

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## 10.5 Language of Bid

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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.

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## 10.6 Bid Currencies

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

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## 10.7 Format and Signing of Bid

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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.

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## 10.8 Sealing and Marking of Bids

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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 "Implementation of Guarantee Management System – 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 **“Implementation of Guarantee Management System - 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 **“Implementation of Guarantee Management System - 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 / folder duly sealed/password protected.
- 10.8.5 The cover / folder should read **“Implementation of Guarantee Management System”** and a statement **“Do not open before Last date of submission and time”.**
- 10.8.6 The bid envelope should also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late". No indications pertaining to price or financial or commercial terms should be made on the envelopes. If any price indications are made, then the bids may be rejected.
- 10.8.7 Mailing Address for Bids: Bids should be addressed to the Chief Operating Officer , and delivered at the following address:
- Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE),**  
7<sup>th</sup> Floor, SIDBI Swavalamban Bhavan,  
Avenue 3, Lane 2, G- Block,  
Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051.  
Maharashtra, INDIA
- 10.8.8 Responsibility of CGTMSE: If the outer envelope/folder is not sealed/password protected and marked as required, CGTMSE will assume no responsibility whatsoever for the bid’s misplacement or premature opening.

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**10.9 Deadline for Submission of Bids**

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- 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.

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## 10.10 Late RfP Policy

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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.

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## 10.11 Period of Validity of Bids

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10.11.1 Validity Period: Bids shall remain valid for 180 days after the date of bid opening prescribed by CGTMSE. CGTMSE holds the rights to reject a bid valid for a period shorter than 180 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.

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## 10.12 Modification and Withdrawal of Bids

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

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

10.12.3 Last Date for Notice: No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid

validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its Earnest Money Deposit.

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

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### **10.13 Opening of Bids by the Trust**

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- 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.

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### **10.14 Non Conformity to RfP Requirements**

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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.

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**11.4 Expenses for the Contract**

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

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**11.5 Failure to Abide by the Agreement / Contract**

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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.

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**11.6 Annulment of Award**

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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

Chief Operating Officer  
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,

**Subject: Implementation of Guarantee Management System  
(RfP No.11/CGTMSE/2021-22 dated June 14, 2021)**

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

1. **Bid Price and EMD / BG <out of a, b & c below, pl. remove which is not applicable>:**
  - a. Not submitted as we are a registered MSE and exempted as per the provisions 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 **₹6,50,000/- (Rupees Six Lakh Fifty Thousand only)** towards EMD. We understand that the EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
2. Minimum Eligibility bid and Commercial bid inside separate envelopes, in prescribed formats.
3. Details of presentation and site visit/ customer feedback are given below:

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

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

We agree to the following:

- We undertake if our bid is accepted, we shall deliver the requirement as per the schedule: starting from the date of receipt of notification of award from The Trust.
- We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Trust up to the period prescribed in the Bid, which shall remain binding upon us.
- We accept that The Trust has also right to re-issue the bid, to which we do not have right to object. The decision of The Trust in this regard shall be final and binding upon us.
- We agree and undertake to abide by the RfP and contract terms and conditions, provisions, stipulations and covenants including the price quoted therein for the period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- We understand that you are not bound to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- We enclose a Demand Draft bearing No..... dated ...../ ...../2019 drawn by ..... Trust,..... branch, in favour of ..... Trust Ltd. payable at Mumbai for a sum of Rs.....(Rupees..... only) towards Earnest Money Deposit (EMD)
- The entire set of RfP documents are enclosed hereto and form the part of this Bid.
- We understand that the EMD, in case of successful bidder, will be discharged / returned upon the Bidder signing the Contract/Agreement. In case of unsuccessful Bidder the EMD will be returned after the Bid validity period but not later than 120 days after expiry of the period of bid validity as stipulated by The Trust. We are aware that EMD shall not carry any interest.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2021

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:



## 12.2 Form 2: Eligibility Criteria

To,  
**Chief Operating Officer**  
**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,

**Subject: Compliance to the eligibility criteria for Guarantee Management System (RfP No.11/CGTMSE/2021-22 dated June 14, 2021)**

We, the undersigned bidder, having read and examined the aforesaid RfP document in detail, do hereby declare the eligibility status as below enclosing the required documents:

S No.	Eligibility Criteria	Supporting Documents Required	Complying (Yes/No)
1	The Bidder should either be a partnership firm, LLPs or a limited Company under Indian Laws, Government Organization / PSU/ PSE or autonomous Institution approved by GOI / RBI. It should not be an Individual / Proprietary Firm / HUF etc.	Copy of Certificate of Incorporation / Partnership Deed  Proof of office address also to be furnished.	
2	The bidder should have been in existence for at least three years as on 31 March 2021 (in case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into considerations).	Certification of Incorporation / Certificate of commencement of business.	
3	The Bidder should have a minimum turnover of at least INR 50 Crores or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid. (FY 2018-21)  For Start-Up companies (As defined by government by India DPIIT) turn over should be minimum 25 Crore.	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation).  In respect of FY 2021, if un-audited, Auditor's certificate for provisional numbers may be submitted.	
4	The bidder should have been profitable (on cash profit basis) in the last two out of three financial years (FY 2018-21)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation).	

		In respect of FY 2021, if un-audited, Auditors certificate for provisional numbers may be submitted.	
5	The bidder should have a positive net worth during the last two financial year (FY 2020 & FY 2021)	Audited financials for FY 2019 & FY 2020. In respect of FY 2021, if un-audited, Auditors certificate for provisional numbers may be submitted.	
6	The bidder should be having CMMI Level 3 Or above as on date of bid submission.	Copy of the certificate should be valid as on date of this RfP should be furnished	
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 / DFID(UK) / Multilateral / bilateral agencies etc. in India and globally.	Self-Declaration	
8	The Bidder should have development and support centre in India.	An undertaking with details of the location and resources to be submitted. Self-declaration with address and contact details on letterhead.	
9	The Bidder should be in compliance with the regulatory requirement, as applicable to them.	Self-declaration with address and contact details on letterhead	
10	The Bidder must have strength of at least 50 IT Software Professionals on their payroll as on date of submission of this bid.  At least 20 of these professionals must have experience in core application technology mentioned in clause 4.3.3 of this RfP document.  <i>(Bidder needs to ensure this strength throughout the project tenure)</i>	Certificate from HR head on the letter head of Bidder certifying the availability of resources on their payroll as on date of submission as per the requirement.  Submit the resume of 20 resources specifying the said expertise.	
11	Experience– Bidder should have executed minimum 2 projects of similar nature and size in Loan Management System / Credit Guarantee Management / Large Scale Finance related Projects in BFSI Domain or in Large Enterprises.	Work order and work completion certificate to be submitted.  (Projects should have developed end-to-end in project mode and not in T&M / Resourcing Mode)	

1. The references of the customers must be submitted with official contact details for verification.
2. The consulting firm or its subsidiaries/ group companies will not be eligible to participate in any other tender/ RfP process about implementation/ procurement of goods or services under the initiatives mentioned in this RfP.

Note: In case the Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale, etc.) in the last three financial years (FY 2018 to

FY 2021), it may showcase credentials of its erstwhile current entity provided sufficient documentary proof is submitted with the bid to evince that such credentials have accrued to / transferred to are in the name of the bidding entity and the bidding entity is authorized to use such credentials.

\*\* 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.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2021

Signature

(Company Seal)

In the capacity of

## 12.3 Form 3: Technical Bid

To,  
**Chief Operating Officer**  
**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,

**Subject: Compliance to the technical eligibility criteria for Guarantee Management System (RfP No.11/CGTMSE/2021-22 dated June 14, 2021)**

We, the undersigned bidder, having read and examined the aforesaid RfP document in detail, do hereby declare the technical eligibility status/score as below enclosing the required documents:

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

S#	Criterion	Documents To be Provided	Max Score	Self-Assessed Score
1	<b>Experience around understanding of lending operations</b>			
1.1	Number of Loan Processing System / Loan Management System / Guarantee Management System / Insurance Management System developed to facilitate loan approvals in automated manner in BFSI sector along with maintenance (Maximum of 5 Marks for each project citation, Subject to maximum score of 15) Marking for the cited Projects would be as below – - Automated Application Processing – 1 Mark - Bulk Upload – 1 Mark - Automated Payment & collection – 1 Mark - API Integration – 1 Mark - MIS Reporting – 1 Mark  <i>Note: Only completed project with minimum one year of successful implementation post go-live.</i>	Project completion certificate with awarded work order copy (Projects should have developed end-to-end in project mode and not in T&M / Resourcing Mode)	15	
1.2	Full-time professional permanent/on roll staff engaged exclusively in software application development / project management (Number of staff) in India as on date of issue of RFP.  >=150: 15 marks >=100 to <150: 10 marks >=50 to <100: 5 marks <50: 0 marks (Subject to maximum score of 15)	HR department self-declaration on entity's letter head stamped and signed, along with chartered accountant's certification.	15	

S#	Criterion	Documents To be Provided	Max Score	Self-Assessed Score
1.3	Citation of Software application development projects experience in all of the mentioned technologies - Angular JS or equivalent, Spring Boot / Microservices, Hibernate or use of any ORM concept, Java 8 or above and Oracle Database – 5 Marks Each Project, Subject to maximum score of 10.	Project Completion Certificate with awarded work order copy	10	
1.4	Citation of projects Mobile application development experience (IOS and Android) and Business Intelligence project (Any BI) experience in BFSI domain – 5 Marks Each Project, Subject to maximum score of 10  Marking for the cited Projects would be as below – - Mobile Application Project – Maximum 5 Mark - Business Intelligence Project – Maximum 5 Mark	Project Completion Certificate with awarded work order copy	10	
1.5	ISO 27001 and CMMI L5 = 20 Marks ISO 27001 and CMMI L3 = 15 Marks Without ISO 27001, Only CMMI L5 = 15 Marks Without ISO 27001, Only CMMI L3 = 10 Marks (Subject to maximum score of 20)	Certificate to be valid as on the date of RfP issued	20	
1.6	Bidder's Development and Support Center with Minimum 20 Software Developers – Mumbai / Thane / Navi Mumbai = 5 Marks Outside Mumbai = 0 Marks	An undertaking with details of the location and number of resources to be submitted.	5	
2	<b>Technical document presented by the bidder highlighting the understanding of the problem statement, proposed solution, methodology and implementation plan – To be submitted as part of technical response</b>			
2.1	Understanding of the current assignment and Bidder's proposal on technology to be used ** - 5 marks, Subject to maximum score of 5	Detailed technical documentation explaining each of these as per the format attached	10	
2.2	Project organization, Project plan, Methodology, Processes defined for management of the project – 5 marks, Subject to maximum score of 5			
3	<b>Presentation and Site Visit</b>			
3.1	BFSI Client testimonials certifying that bidder has executed and implemented the project of this scope and size; Additionally, a Site visit may be taken by CGTMSE at its discretion, if required (Bidders, at their cost, will arrange for site visit for any one of the projects cited in technical bid against point 1.1 above in this table); only GMS / LMS related project scope testimonials shall be considered – 5 marks, Subject to maximum score of 5	Bidder to submit client testimonial stating the project completion and project description;	15	
3.2	<b>Presentation:</b> Bidder's clarity on the project scope and execution. Bidders will be allotted time slot of	In detail presentation to		

S#	Criterion	Documents To be Provided	Max Score	Self-Assessed Score
	1:30 hour for presentation at CGTMSE office based on ascending alphabetical order of their names. Date and time will be advised during technical evaluation. – 10 marks, Subject to maximum score of 10	be given by bidder in person as called upon by Trust		
<b>Total</b>			<b>100</b>	

**\*\* Bidder has to submit proposed technology details along with its technical response as per the attached format of *Technical Response Document for Proposed GMS*. These technical details should be in line with Section 4.3.**

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 bidders customers.
5. For off-shore/ projects undertaken out of India, bidder should be in a position to arrange for a conference call, if so desired by CGTMSE, with the customer.
6. Proposal of the bidders are liable to be rejected in case

## 12.4 Form 4: Commercial Bid

To,  
**Chief Operating Officer**  
**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,

**Subject: Commercials for Guarantee Management System**  
**(RfP No.11/CGTMSE/2021-22 dated June 14, 2021)**

We, the undersigned bidder, having read and examined the aforesaid RfP document in detail, do hereby give the best commercials as below enclosing the required documents:

Please submit the commercial bid in the format given along with this RfP –

A	Mandatory Cost	Details	Development and Support Cost		
			Price	Tax	Total
1	Cost for Development, implementation, and Warranty of Guarantee Management Solution as per given scope.	1st year Onsite SLA Driven Managed Warranty Support cost to be included.			
2	Post Go-live onsite SLA Driven Managed Regular Support as per RfP for 4 Years.	Year 2 Cost			
3		Year 3 Cost			
4		Year 4 Cost			
5		Year 5 Cost			
<b>Total of Mandatory Cost</b>					
B	Optional Cost		Resource Cost (Monthly)		
1	Man-Month rate for Change Request / New development  (Rates consist of complete SDLC, Documentation and Project Management)	Year – 1 Cost (Warranty Period)			
2		Year – 2 Cost (Regular Support period)			
3		Year – 3 Cost (Regular Support period)			
4		Year – 4 Cost (Regular Support period)			
5		Year – 5 Cost (Regular Support period)			
6	Project Manager	Should have handled at least 3 similar quantum and scope projects in BFSI sector as Project Manager; Overall 10+ years' experience			

7	Team Leader	Should have handled at least 2 similar quantum and scope projects in BFSI sector as Team Leader; Overall 7+ years' experience			
8	Business Analyst	Should have handled at least 2 similar quantum and scope projects in BFSI sector as Team Leader; Overall 7+ years' experience			
9	Sr. Developer with 5+ years of experience	5+ Years of experience; should have worked for BFSI sector projects			
10	Jr. Developer with 2+ years of experience	2+ Years of experience; preferably worked for BFSI sector projects			
11	DBA Administrator & Managed Services	4+ years of experience; should have worked for BFSI sector projects			
12	UI / UX Developer	3+ years of experience; preferably worked for BFSI sector projects			
13	Help Desk Officer	2+ years of experience in technical and functional tele-support; should have worked for BFSI sector projects			
<b>Total of Optional Cost</b>					
<b>Total Cost of Ownership (TCO = A+B)</b>					

**\*\* Note:**

- These rates shall hold true throughout the project tenure plus extended period, if so and as may be required by the trust.
- The resources should be Information technology engineering graduates.
- Trust reserves the right to accept the manpower deployed by the bidder; bidder must within 7 days replace the resource in case Trust's official find the deployed resource incompatible as per the required skillset.
- Bidder shall be entirely responsible for the resource's performance, behaviour, discipline, and all labour/tax related compliance as the resource shall not be of Trust; he/she shall be bidder's employee deployed on site at CGTMSE at Trust's demand and requirement.
- The man-month rate for change request should not be more than average of the other optional items.

NPV Calculations: The above rate for managed application support for respective years will be calculated on basis of NPV as formula given in this RfP Document.

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.

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

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

**POWER OF ATTORNEY**

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

Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)' relating to **RfP No.11/CGTMSE/2021-22 dated June 14, 2021 for 'Implementation of Guarantee Management System'** for CGTMSE and to attend meetings and hold discussions on behalf of the Company with CGTMSE in this regard.

THE COMPANY 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,  
Chief Operating Officer  
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,

**Implementation of Guarantee Management System  
(RfP No.11/CGTMSE/2021-22 dated June 14, 2021)**

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 in annexure – Form 14 and/or 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**

---

RfP No.11/CGTMSE/2021-22 dated June 14, 2021

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**(To be executed on a nonjudicial stamp / 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 and number of resources to be deployed by us will be adequate to deliver the services professionally and competently within the prescribed time frame and Service Level Agreements (SLAs).

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

Thanking you,

Yours sincerely,

Dated this \_\_\_\_ day of \_\_\_\_\_ 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 acts of our representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. We furthermore undertake to indemnify the Trust (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

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

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 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 / e-stamp paper of requisite value)

WHEREAS, We,-----, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “**Implementation of Guarantee Management System**” as per scope defined in the **RfP No.11/CGTMSE/2021-22 dated June 14, 2021** for ‘**Implementation of Guarantee Management System**’ for Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), having its office at 7<sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, 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,

**Chief Operating Officer**  
**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,

We, the undersigned bidder, having read and examined the aforesaid RfP document in detail, do hereby declare the eligibility status as below enclosing the required documents:

**RfP No.11/CGTMSE/2021-22 dated June 14, 2021**  
**Implementation of Guarantee Management System**

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

We hereby agree that

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 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	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
MICR No.																							
Account type	Saving	Current	Cash Credit																				
Account No.	(as appearing in the Cheque book)		<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
<b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>																							
IFSC CODE <sup>2</sup>	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**

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**(To be executed on a non judicial stamp / 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, Swavalamban Bhavan, SIDBI, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 (hereinafter called the CGTMSE ) having agreed to award a contract to M/s. < **Vendor Name** > having its office at < **Vendor's Office Address** >, (hereinafter called "the Service Provider") for "**Implementation of Guarantee Management System** " on the terms and conditions contained in the Purchase order No..... dated \_\_\_\_\_ placed with the Service Provider and CGTMSE (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank Guarantee for 10% of the contract value (Final TCO amount) i.e. ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

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

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

nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_.

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

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

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

SIGNED, SEALED AND DELIVERED.

BY

AT

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

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....

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**12.13 Form 13 : Pre-Contract Integrity Pact**

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[To be included in Eligibility Bid Envelope]

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

**PRE CONTRACT INTEGRITY PACT**

**1 General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_ on ---- day of the month of -----, 2019 between Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), a Trust setup by Govt. of India and Small Industries Development Bank of India, and having its Office at 7<sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051(hereinafter called the “BUYER”/CGTMSE / Trust, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

## **2 Commitments of the BUYER**

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie 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 government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

#### **4 Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other



company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.6,50,000/- (Rupees Six lakh Fifty Thousand only)** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

- (i) Bank Draft or a Pay Order in favour of CGTMSE, Payable at Mumbai.
- (ii) EMD can be transferred online through RTGS / NEFT also, Bank details are as below –
- |       |  |
|-------|--|
| (i)   | Beneficiary Name - CREDIT GUARANTEE FUND TRUST FOR MICRO AND SMALL ENTERPRISES |
| (ii)  | Bank - IDBI Bank Limited   |
| (iii) | Branch - Sion Trombay Road, Chembur, Mumbai 400071                             |
| (iv)  | Account No. - 018102000014951  |
| (v)   | IDFC - IBKL0000018   |
| (vi)  | Account Type - Current   |
| (vii) | MICR - 400259005   |
- (iii) 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 Sanctions for Violations

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand

forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
  - iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
  - vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
  - vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due

allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8 Independent Monitors**

8.1 Bank has appointed Shri. 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

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents.

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

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

## **9 Facilitation of Investigation**

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

**10 Law and Place of Jurisdiction**

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

**11 Other Legal Actions**

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

**12 Validity**

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

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

13 The parties hereby sign this integrity Pact, at \_\_\_\_\_ on

BUYER

BIDDER

Name of the Officer

Designation

CHIEF OFFICER - IT

CGTMSE

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

## 12.14 Form 14 : Statement of deviations

### [To be included in Eligibility Bid Envelope]

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

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

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

IMPLEMENTATION OF GUARANTEE MANAGEMENT SYSTEM (GMS) SOLUTION			
List of Deviations			
<i>(RfP No.11/CGTMSE/2021-22 dated June 14, 2021)</i>			
S. No.	Clarification point as stated in the tender document	Page / Section Number in RfP	Comment/ Suggestion/ Deviation
1.			
2.			

Date: \_\_\_\_\_ Signature of Authorised Signatory:

Place: \_\_\_\_\_ Name of the Authorised Signatory:

Designation :

Name of the Organisation:

Seal :