



उडान पोर्टल के लिए क्लाउड सेवाओं और प्रबंधित
सेवाओं के लिए सेवा प्रदाता के चयन
के लिए प्रस्ताव का अनुरोध

***Request for Proposal for Selection of
Service Provider for Cloud Services
and Managed Services
(for UDAAN Portal – CGTMSE)***

Credit Guarantee Fund Trust for Micro and Small Enterprises

7th Floor, G- Block, Swavalamban Bhavan, SIDBI
Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

(RfP No. 169/CGTMSE/2019-20 dated September 11, 2019)

Disclaimer

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

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 UDAAN portal to be launched by 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.*

Contents

1. Introduction and Disclaimers	7
1.1 Critical Information and Timelines	7
1.2 For Respondents Only	8
1.3 Confidentiality	8
1.4 Costs to be borne by Respondents.....	9
1.5 No Legal Relationship	9
1.6 Recipient Obligation to Inform Itself.....	9
1.7 Evaluation of Offers	9
1.8 Acceptance of Selection Process.....	9
1.9 Errors and Omissions.....	10
1.10 Acceptance of Terms	10
1.11 Request for Proposal	10
1.12 Notification	10
2. Project Overview	11
3. RfP Terminology	12
4. Scope of Work and Deliverables.....	13
4.1 Objective.....	13
4.2 Working Models of Credit Guarantee Schemes (CGS).....	13
4.3 Flow Chart and Operational Details of Proposed Model.....	16
4.4 Scope of Service (including Infrastructure, Security & Managed Services etc ...	18
4.5 Parameters and penalty for Disaster Recovery Management	35
4.6 Cloud and Managed Services Maintenance	35
4.7 Performance Criteria	35
4.8 Severity, Priority and SLAs.....	36
5. Change Management	39
6. Time Frame / Tenure of the Contract	39
7. Resource Deployment / Requirement	41
8. Bid Evaluation Methodology.....	41
8.1 Evaluation Process.....	41
8.2 Stage I – Evaluation of compliance to Eligibility criteria	43
8.3 Stage II – Evaluation of Technical Bids and Presentations.....	48
8.4 Stage III – Evaluation of Commercial Bids	51
9. Terms and Conditions	53
9.1 General	53
9.2 Commercial Bid	55

9.3	Service Delivery.....	57
9.4	Rules for Responding to the RfP.....	57
9.5	Amendment to the bidding document	60
9.6	Bid Security	60
9.7	Payment Terms.....	63
9.8	Termination Clause.....	64
9.9	Transition Management.....	64
9.10	Ownership of Data	65
9.11	Payment in case of Termination of contract	65
9.12	Insurance	65
9.13	Rules for Evaluation of Responses	66
9.14	Corrupt and fraudulent practice.....	67
9.15	Waiver.....	67
9.16	Violation of terms & Subcontracting	68
9.17	Confidentiality	68
9.18	IPR Infringement.....	68
9.19	Limitation of liability	69
9.20	Rights to Visit.....	69
9.21	Audit	70
9.22	Compliance with Statutory and Regulatory Provisions	70
9.23	Taxes and Duties	70
9.24	Right of Publicity.....	71
9.25	Resolution of Dispute	71
9.26	Force Majeure	72
9.27	Indemnity.....	72
9.28	NDA(Non-Disclosure Agreement), Conflict of Interest, non-solicitation and non-complete.....	74
9.29	Pre Contract Integrity Pact (IP) & Independent External Monitor (IEM)	75
9.30	Public Procurement Policy on Micro and Small Enterprises (MSEs)	75
9.31	General	71
10.	Bids Submission	78
10.1	Contents and Format Of Preliminary Eligibility (Envelope A).....	78
10.2	Contents and Format of Technical Bid (Envelope B).....	79
10.3	Contents and Format of Commercial Bid (Envelope C).....	79
10.4	Bids Submission.....	79
10.5	Language of Bid.....	80
10.6	Bid Currencies	80

10.7	Format and Signing of Bid	80
10.8	Sealing and Marking of Bids	80
10.9	Deadline for Submission of Bids	81
10.10	Late RfP Policy	82
10.11	Period of Validity of Bids.....	82
10.12	Modification and Withdrawal of Bids	82
10.13	Opening of Bids by the Trust.....	83
10.14	Non Conformity to RfP Requirements.....	83
11.	Award of Contract.....	84
11.1	CGTMSE's Right to Accept any Bid and to Reject any or all Bids.....	84
11.2	Notification of Acceptance of Bid	84
11.3	Discharge of Earnest Money Deposit (EMD).....	84
11.4	Expenses for the Contract	85
11.5	Failure to Abide by the Agreement / Contract	85
11.6	Annulment of Award	85
12.	Annexures – Forms	86
12.1	Form 1: Letter format for Submission of Bids	86
12.2	Form 2: Eligibility Criteria	88
12.3	Form 3: Technical Bid	93
12.4	Form 4: Commercial Bid	97
12.5	Form 5: Format of Power-of-Attorney for Signing of Bid	98
12.6	Form 6 : Letter of Conformity	100
12.7	Form 7: Letter of Competence	101
12.8	Form 8: Deed of Indemnity Format	102
12.9	Form 9: Non-Disclosure Agreement Format.....	104
12.10	Form 10: Format for Acceptance Letter for Offer of the Trust	106
12.11	Form 11: Bank Mandate Form	107
12.12	Form 12: Performance Bank Guarantee.....	109
12.13	Form 13 : Pre-Contract Integrity Pact.....	112
12.14	Form 14 : Statement of deviations.....	119

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 cloud services and managed services (CSMS) for proposed UDAAN Portal”.

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

The provision of the products and services is subject to observance of selection process and appropriate documentation being agreed between *Credit Guarantee Fund Trust for Micro and Small Enterprises, hereinafter referred to as “CGTMSE”* or “Trust” / “trust” (These words shall mean the same and will be used interchangeably in document hereby) and any successful bidder as identified by the ‘Trust’ after completion of the evaluation process.

The tender methodology being followed is under three bid system viz.

1) Pre-qualification / Eligibility Criteria; 2) Technical Bid; and 3) Commercial bid.

1.1 Critical Information and Timelines

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

Table 1: Important Dates

1	Last date and time for receipt of written queries for clarification from bidders	September 18, 2019 (11.00 am)
2	Pre-Bid Meeting	September 19, 2019 (11.00 am)
3	Last Date and Time for Bid Submission	October 4, 2019 (11.30 am)
4	Date and Time of Technical Bid Opening	October 4, 2019 (3.30 pm)
5	Place of opening of Bids	Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), 7 th Floor, Swavalamban Bhavan, SIDBI, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.
6	Address for communication (Trust)	The Dy. General Manager, Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), 7 th Floor, Swavalamban Bhavan, SIDBI, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051.
7	Tender Cost	₹5,000/- (Rupees five thousand only) Tender Cost should be enclosed with the Technical Bid

8	Earnest Money Deposit	₹7,50,000/- (Rupees Seven lakh fifty thousand only) in the form of Demand Draft / Bank Guarantee in favour of CGTMSE payable at Mumbai. EMD should be enclosed with Technical Bid.
9	Bidder Contact Details	Bidder to provide following information: 1.Name of the Company 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax Number 5. Mobile Number 6. E-mail
10	Date of Commercial Bid Opening	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representatives of Bidder to be present during opening of <u>Commercial Bid</u> .
11	CGTMSE – Contact Details	Promod Bakshi, DGM 022 67531313 pbakshi@cgtmse.in Bhaumik Shah, Project Head - IT 022 67531261 bhaumik@cgtmse.in Anburaj C, AGM 022 67531189 anburajc@cgtmse.in

1.2 For Respondents Only

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

1.3 Confidentiality

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

director, agent, or other person associated or affiliated in any way with Trust or any of its customers or suppliers without the prior written consent of Trust.

1.4 Costs to be borne by Respondents

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

1.5 No Legal Relationship

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

1.6 Recipient Obligation to Inform Itself

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

1.7 Evaluation of Offers

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

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

1.8 Acceptance of Selection Process

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

to submission of its responses to this RfP.

1.9 Errors and Omissions

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

1.10 Acceptance of Terms

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

1.11 Request for Proposal

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

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

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

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

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

1.12 Notification

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

2. Project Overview

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

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

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

CGTMSE intends to bring the end user MSE borrower closer to the guarantee providing institution while providing the MSE borrower access to multiple MLI's creating a perfect market condition for an entrepreneur access to fund he/she needs to grow his/her business further. To achieve the same, CGTMSE will be creating a portal, UDAAN – which will be a market place for such loans with MLIs as lenders, MSE as borrowers and CGTMSE as guarantee providing agency. This proposed platform will enable greater outreach and expanded set of services to the underserved / unbanked and reduce the overall cost to the borrowers.

Proposals are invited from vendors for providing services to host this portal on cloud along with the managed services. The bidder or the consortium partner should have experience in hosting cloud services and providing managed services along with the data migration, wherever required. This Request for Proposal document ("RfP document" or "RfP" or "RFP") has been prepared solely for the purpose of enabling the CGTMSE, referred as the "Trust" hereafter, to shortlist suitable vendor. Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions given in Annexures attached.

3. RfP Terminology

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

- 'CGTMSE' & 'Trust' means 'Credit Guarantee Fund Trust for Micro and Small Enterprises'
- "CSMS" means "Cloud Services & Managed Services"; The term "Solution" is used interchangeably in this RfP meaning the combination of "Cloud and Managed Services"
- 'Prime Bidder' or 'Vendor' means the respondent to the RFP document who will be the entity responsible for the complete delivery of Solution / Services as scoped in this RFP. It may also be noted that in this document "Solution" shall mean and be used interchangeably as "Cloud and managed Services".
- 'RFP' means the Request for Proposal, inclusive of any clarifications/corrigenda/addenda that may be issued by the Trust.
- 'Bid' may be interchangeably referred to as 'Offer'.
- Bidder, CGTMSE shall be individually referred to as 'Party' and collectively as 'Parties'.
- 'Borrowers' are the aspirants requesting for loans (MSEs or such other category of borrowers as CGTMSE at its discretion may specify)
- 'MLIs' are the Member Lending Institutions of CGTMSE i.e. Banks, Financial Institutions, Small Finance Banks, RRBs, NBFCs, etc.
- 'Lenders' are the organizations which provide loans including Banks and NBFCs which will be MLIs
- 'Facilitators' are the organizations which provide supporting data for Lenders and Borrowers, Data Providers, Credit Rating Agencies, Handholding agencies, etc.
- 'Buyer' here refers to CGTMSE who has released this RFP for "Cloud Services & Managed Services" which would be used by Borrowers/MLIs / CGTMSE.
- 'Portal' refers to UDAAN portal.
- 'DBMS' is Database Management System
- "MSP" is Managed Service Provider whereas "CSP" is cloud service provider; together they shall be combinedly known and addressed in this document as "service provider"; Here, service provider shall be the primary bidder applying for the RfP and all the criterias, obligation, roles and responsibilities shall be borne and applicable on the bidder/applicant (The primary bidder may have contracted 3rd party for certain services, however all the obligation and liabilities to perform and execute the RfP shall rest upon the primary bidder)
- BFSI means Banking, Financial services and Insurance Companies / entities.
- "Service provider", "Bidder" and "vendor" shall mean the same and will be used interchangeably in this document / RfP.

4. Scope of Work and Deliverables

4.1 Objective

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

4.2 Working Models of Credit Guarantee Schemes (CGS)

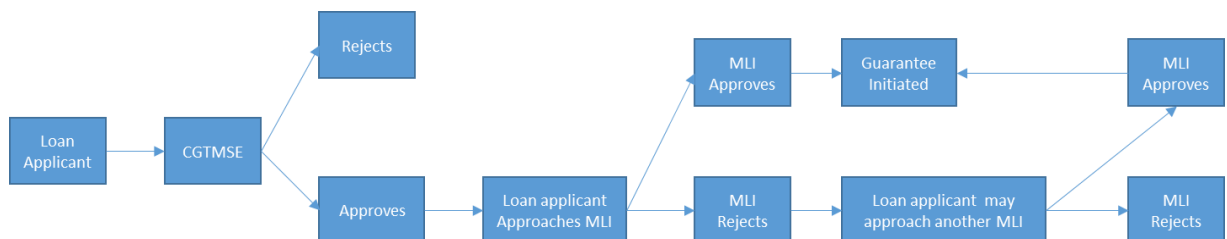
CGTMSE since inception helped MSEs get access to financial assistance which was otherwise denied due to lack of collateral or guarantee. Being a Credit guarantee trust with a scale unparalleled in India for any other trust, CGTMSE now intends to take the next leap forward by increasing its interaction with the loan borrowers with an aim to increase its impact in the MSE universe. Credit Guarantee Scheme (CGS) is a government intervention with an objective of fulfilling the credit needs. A CGS provides third-party credit risk mitigation to lenders with the objective of increasing access to credit for MSEs. This risk mitigation happens through the absorption of a portion of the lender's losses on the loans made to MSEs in case of default, in return for a fee. CGS are better tool than direct subsidies as they do not distort the credit market which subsidy does.

Credit Guarantee Scheme (CGS) Models are broadly run in two approaches viz. Direct and Indirect.

- Indirect Approach:** In this approach, lenders are entitled to attach guarantees to loans without previous consultation with the CGS—but within eligible categories that have been clearly specified in contractual agreements between the CGS and the lender. In Indirect approach there is, therefore, no direct relationship between the CGS and the MSE borrower. This approach makes the process easier for CGS providing entity however the benefit of the scheme is lowered as it may lead to extension of credit to borrowers who might have been eligible for non-guaranteed loans as well. The default rates may be higher because of the risk of moral hazard on the part of the lender during the appraisal.

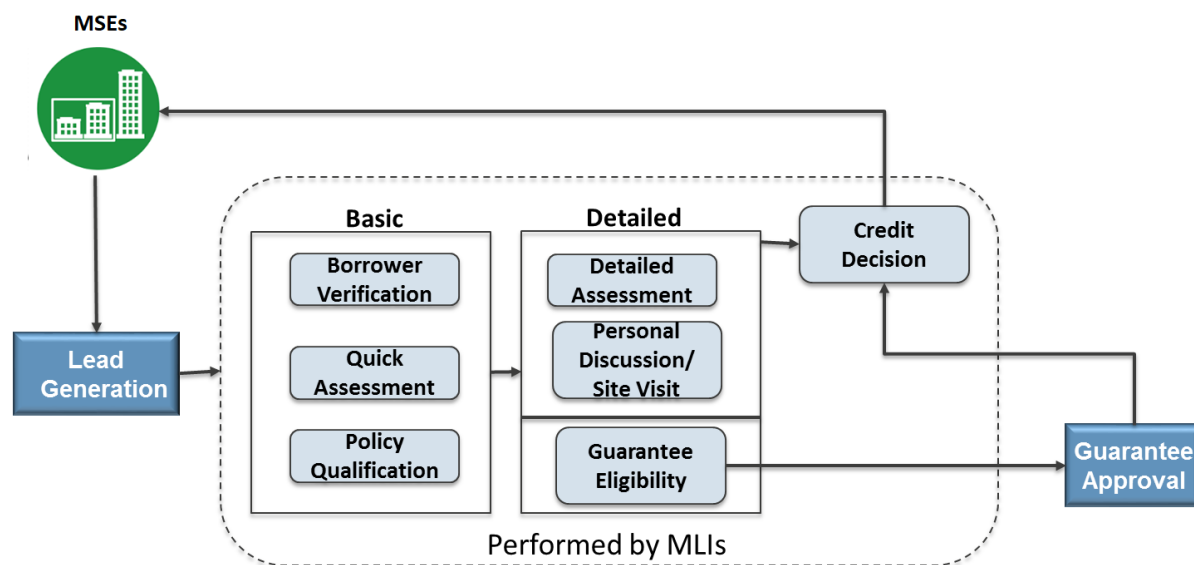


- Direct Approach:** In this approach CGS performs credit appraisal for each entity on case by case basis and based on its assessment extends the guarantee. In most CGSs, the SME borrower approaches a lender, who reviews the project and makes the loan conditional upon a guarantee. Less frequently, the CGS issues an advance guarantee approval to the borrower, who can then use that approval to negotiate the loan with the lender. In either case, a direct relationship between the CGS and the borrower exists, as the former investigates all loan applications and selects those to guarantee. This relationship reduces the possibility of moral hazard on part of the lender but limits the CGS's ability to reach wider base as it is operationally challenging.



4.2.1 Current Model:

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



Existing Process Flow of Guaranteed loans origination

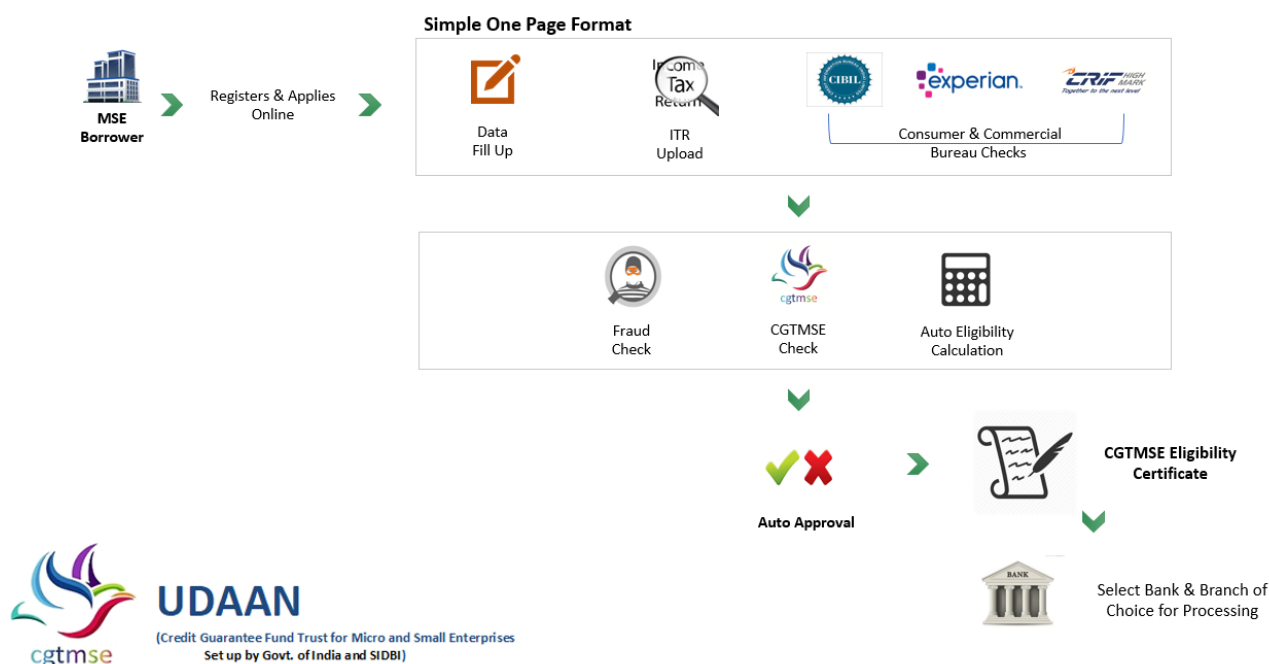
In the current setup, MLIs gain leads from various channels, perform their appraisal and if guarantee is needed, contact Trust for guarantee approval and process loan. In this entire process, there is no dedicated sourcing channel for guarantee covered MSEs. Also, in the current setup, the Trust is disconnected from the end beneficiary of the guarantee and hence gets devoid of direct feedback from end consumer of the guarantee.

Trust intends to take up the components of basic appraisal and if borrower is eligible for guarantee, generate guarantee certificate and pass on the lead to the MLIs along with assured guarantees. MLI would then assess the application further and take credit decision. The next section explains the detailed process flow.

4.2.2 Proposed Model

Studies on global CGS has shown that direct scheme is more successful in flow of credit to worthy businesses which gets excluded from credit flow due to lack of collateral, the same also demands a scale of operation difficult to achieve while also not being in sync with its vision of being an enabler rather than a business centre. As a middle path between direct and indirect CGTMSE aspires to run a hybrid model in parallel to existing schemes. The Trust want to leverage technology to achieve operational efficiency in running the partial direct scheme

to cut down the duplication of efforts in information gathering while providing an upfront guarantee to eligible cases, thereby cutting down the decision time. This hybrid scheme is expected to give confidence to end borrower, i.e. MSEs by involving them as well in the guarantee process.



4.3 Flow Chart and Operational Details of Proposed Model

The UDAAN portal made is intended to enable the MSE borrowers to reach out directly to the trust. Besides filling the chasm of non-exposure of the trust to the end MSE borrower, this proposed portal is also expected to improve the efficiency of the downstream process i.e. credit assessment at the MLI end.

The UDAAN Portal will comprise of a website wherein the customer gives his basic details in a form and financial inputs in form of ITR on a user-friendly User Interface (UI). Additionally, this portal shall be integrated with bureau/s (Commercial as well as consumer). Moving further, this portal shall get the fraud check done at back end; CGTMSE checks will be done as per the set CGTMSE criteria/s. Basis this inputs the trust will generate a basic eligibility check i.e. is the customer eligible for taking a guarantee under CGTMSE scheme.

Once the customer gets eligible, a Provisional Guarantee Certificate is generated by system/portal. Once this certificate is generated, parallelly the eligible loan amount calculation is done on basis of Nayak committee for Working Capital and by DSCR for Term Loans. On basis of this, a provisional loan amount along with Guarantee certificate is generated along with a matching screen where in borrower

will be shown the list of all the MLI, he/she may apply to along with tentative/indicative Rate of Interest and other parameters (Factoring in bank's risk premium etc.). The user selects the MLI along with the branch he/she prefers to put their proposal at. The entire data is transmitted to that specific chosen MLI/Branch selected by user, post a minimal payment of processing fees wherein this portal shall be integrated to a payment gateway and upon the MSE making the payment, their proposal along with all the credit data shall be transferred to the chosen MLI/Branch on real time basis.

The scoring logic will also be complimented by a form/questionnaire (this will be provided by the trust along with underlying logic) on borrower entity and promoters. Collectively all of these inputs will be taken in together and fed into a scorecard/eligibility rule engine designed by the trust. If the outcome is positive, a provisional guarantee approval will be generated.

The selected MLI will be submitted all the documents uploaded by the customer, risk score, guarantee confirmation, other information including contact information. The portal will be capable of providing the process flow of sending the information to requisite MLI and record their action, in terms of sanction/rejection through APIs. For the case of sanction, the workflow of the portal would trigger guarantee initiation, where data would be pushed to existing CGTMSE Guarantee Management system for it becoming live.

The entire activity described above, including rule-based scoring and dataflow would be automated. Udaan portal would assign a case closure deadline to all the cases to ensure that if an application is of no interest to MLI than the MSE would be given an option to select another MLI. It is envisaged that portal could act as primary point of information sharing between MLIs and MSE till the loan decision is taken. MLIs would be shared with details of scoring model so that they can interpret the scores effectively.

The customer journey has been listed in detail below. The proposed model would open a new channel for MLIs for sourcing the MSE borrowers. Since guarantees would be extended upfront, MLIs can take their credit decision right at the beginning. A lot of basic information gathering would also be done by Udaan portal, which would ease the costs currently incurred by MLIs in the process and since a risk gradation is also provided, MLIs have access to qualified leads.

Another larger benefit that the Udaan portal would want to achieve is reach out to the MSE directly and make them aware of the scheme and help bridge the credit gap which currently exists in the country. Trust would leverage the technology to make the process seamless, unbiased and increase the efficiency of the program.

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

Bidder is required to arrange for cloud-based hardware infrastructure to host the proposed solution. Infrastructure will include, but not limited to, server, security, network, storage, access of the solution through the internet. Licenses required for Operating system, database, web/ application server etc., if any, pertaining to UDAAN portal shall be procured by bidder as per the component rates mentioned in their respective commercial bids; the installation and implementation of all these licenses shall be task of bidder. During the currency of the engagement, in case any additional software licenses are required, the same has to be procured by the Bidder at rates agreed upon by CGTMSE with the software license provider. The responsibility of procurement and installation of these licenses will remain with the Bidder. Bidder has and will require to have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services mentioned in this RfP.

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

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

The general requirements which bidder needs to fulfil shall be:

1. Bidder is required to arrange for cloud-based hardware infrastructure to host the proposed solution. Infrastructure will include server, information security, network, storage, secured access of the solution through the internet.
2. The Bidder has to offer the Infrastructure on IaaS (Infrastructure As A Service) model through a managed cloud for hosting applications either at the Bidder's Data Centre or any third party Data Centre (Bidder shall be responsible in this arrangement and needs to indemnify trust for any loss or damage). As per the current policies / requirement the data on this cloud should be physically residing in India and bidder shall have to adhere by all the data compliance policies set by the government and/or relevant authorities including RBI. All these responsibilities will be of the bidder and CGTMSE will only deal with the bidder. Bidder (whether a direct cloud service provider or not) shall be liable for any loss to CGTMSE due to data loss, data security lapse etc and shall be indemnifying the trust for the same. The bidder will be the Single Point of Contact (SPOC) for all purposes of delivery as per scope of the project.
3. Making provision for computing resources in the cloud to handle the software delivered and its implementation. There should be two environments: 1) UAT and 2) Production in the cloud to address the development, testing and production needs of CGTMSE.
4. Service Provider would be responsible for Disaster Recovery Services so as to ensure continuity of operations in the event of failure of primary data center to meet the RPO and RTO requirements.
5. The production system should be configured for high availability (in line with the RPO / RTO). The proposed cloud solution should be on multi-tier architecture and the web/app and database servers/VM should be different.
6. Data Centre (DC) and Disaster Recovery sites will be hosted in two different geographical locations. Data Centre may be preferably hosted in Mumbai/Navi Mumbai.
7. DC or DR selected for infrastructure services must be at least of Tier-3 and situated in India. The bidder will ensure that no liability arises on account of compromised data hosted in the cloud. CGTMSE shall be indemnified from such liabilities. The entire liability of such an incidence will be with the Bidder.
8. The cost of all customization efforts, if any, is required to be included in the Price Bid and CGTMSE will not pay any additional cost for such effort till user acceptance of the services is done. This includes customization of all statutory,

regulatory and ad-hoc MIS (Management Information System) reports as required by CGTMSE in the desired formats.

9. The Bidder shall also provide for all subsequent changes as are statutory in nature and prescribed by regulatory bodies from time to time.
10. Trainings on the cloud service has to be provided to the internal users as per requirement of CGTMSE. Bidder will deliver training content in digital form.
11. The date of cloud service warranty/AMC will start from the date of acceptance of the services and is fully operational in/by CGTMSE and will continue for a period of five (5) years from UDAAN portal going live. During the warranty/AMC period, the Bidder will have to provide the On-Site Support and other Technical support for the service supplied, as and when required by the trust at no additional cost.
12. In addition, the service provider will be responsible for Cloud Service Provisioning Requirements, Data Management, Operational Management, Cloud Network Requirement, Cloud data center specifications, Cloud Storage Service Requirements, Application Hosting Security, Cloud Hosting Security, Application Performance Monitoring (APM), Backup Services, Licenses of Database / Application server / Web server or any other software required for delivery of the services, antivirus, Database Support Service, and Helpdesk Support from Cloud Service Provider, Managed Services and cyber security.
13. Bidder shall be providing various services like managed hosting (VM instances, storage, security), auto scaling, dedicated firewall, patch management, server administration, database administration, back-up and restore services, remote hands and eye services (RHE) etc.
14. Data Migration (only when and where applicable) – Bidder has to arrange / help for migration of data from the current environment to the new.

The key scope of work / RfP related to cloud and managed services that bidder needs to comply with enlisted in the attached excel sheet named as “Technical Evaluation Sheet”. The bidder needs to fulfill the majority ask/fields mentioned in that excel sheet, as per the terms given in closure/ending part of the excel.

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

- **Phase I Provisioning of**
 - a) Data Centre & DR
 - b) IT Infrastructure installation of DC&DR
 - c) Network Connectivity

- **Phase II** Migration of the application on the new Cloud environment (As and when required)
- **Phase III** Operational Acceptance
- **Phase IV** Operation and Maintenance Will start from the day and date of issuance of Operational acceptance by CGTMSE. This will be for a period of 5 years from UDAAN portal going live.

The detailed phase wise implementation which bidder needs to execute:

Phase 1. Design, provisioning of IT infrastructure and setup of Cloud

- i. The Bidder will be responsible for design and provisioning of required IT infrastructure as IaaS for hosting CGTMSE's UDAAN PORTAL. The Bidder will examine the UDAAN PORTAL's landscape that needs to be hosted on cloud infrastructure. This activity will enable the Bidder to gauge the Application workloads criticality & complexity before provisioning managed hosting services in a multi-tenant IaaS model and the Network Connectivity required. Bidder will study the existing application for mobility to cloud.
- ii. The Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage and services for hosting UDAAN PORTAL. The Bidder will be commercially evaluated based on the indicative sizing given for 5 Lac users with 2% concurrency. Additionally, indicative basic requirement has been given in the commercial sheet attached hereby for better requirement understanding by the bidder.
- iii. The Bidder shall be responsible for migration of the UDAAN PORTAL on the Cloud infrastructure, wherever required by trust.
- iv. The application software, the necessary licenses for deploying UDAAN PORTAL ecosystem comprising of the above work streams, will be procured by bidder. Any additional licenses pertaining to Databases and Operating systems will be installed by the Bidder.
- v. The Bidder shall be responsible for provisioning of adequate Internet Bandwidth and connectivity at the DC & DR, including termination devices, for end users to access UDAAN Portal. Additionally,
 - The Bidder will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the servers as per defined SLA's.
 - The Bidder shall provide backup solution.
 - The Bidder shall provision monitoring tools for measuring the service levels, application performance and utilization, server performance and utilization, storage performance and utilization and network performance and utilization. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the Bidder.
 - The Bidder shall be responsible for ensuring security of CGTMSE applications and infrastructure from any threats and vulnerabilities. The

Bidder shall address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, even logging & correlation and vulnerability protection through implementation of proper patches and rules.

- The Bidder shall offer DR as a service for all resources offered on primary DC site. The Bidder shall be responsible for provisioning of bandwidth for replication of data between the DC site and DR Site. The SLA for the replication of data will be attributed to the Bidder. The RPO and RTO shall be as per mentioned in this document
- The infrastructure provisioned by the Bidder must be agile and scalable and shall allow CGTMSE to add/reduce cloud resources on demand basis and the payment shall be made on actual usage basis.
- The service solution needs to provide the ability for CGTMSE IT Administrators to automatically provision the services via a Web Portal (Self Provisioning), provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential the cloud platform to be offered.
- The Application development team/s from CGTMSE / the Application vendor will provide the related system configurations to the Bidder for integration with Cloud Services during the deployment of the applications on cloud.
- Production and UAT should be in separate VPC
- Dedicated network connection between DC & DR / Private Link should be on basis of RPO and RTO
- Load balancer: Horizontal and vertical scalability should be enabled as multiple servers are to be proposed to be utilized.
- The Cloud infrastructure and CGTMSE data must be maintained ONLY at the location of the identified Cloud hosting site. Data can only be moved to other site in case of any emergency with prior approval of CGTMSE.
- The Bidder should prepare and submit a detailed implementation plan with mapping of infrastructure at DC site and DR site including following parameters:
 - Server Provisioning
 - Storage Requirements
 - Network interfaces requirement
 - Network throughput requirement
 - Adequate Power and Backup requirement
 - Failover mechanism for replication links

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

Phase 2 Migration of the application on the new Cloud environment (As and when required) is not applicable here as it is the first time launch of proposed UDAAN portal.

Phase 3: Operational Acceptance of Cloud

i. Operational Acceptance shall commence once the system is commissioned for a period of maximum 30 days.

ii. Operational Acceptance will only be provided after cloud resources have been provisioned and switchover testing (as applicable) has been completed. Switchover testing would include:

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

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

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

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

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

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

Maintenance & Support of implemented Cloud

The Bidder shall be responsible for providing 24*7*365 days support for CGTMSE Cloud infrastructure for 05 years from the date of issuance of operational acceptance by CGTMSE.

The maintenance and support will include following activities –

- i. Compliance process to the defined international standards and security guidelines such as ISO 27001, ISO 20000:1, for maintaining operations of cloud and ensuring privacy of CGTMSE data.
- ii. Ensuring Uptime and utilization of the cloud resources as per SLA's defined in this RFP.
- iii. In the event of a disaster at DC site, activation of services from the DR site is the responsibility of Bidder. The Bidder shall develop appropriate policy, checklists in line with ISO 27001 & ISO 20000 framework for failover and fall back to the appropriate DR site. DR drills needs to be performed by the Bidder half yearly to check disaster preparedness.
- iv. The Bidder shall conduct vulnerability and penetration test at their cost (from a third-party testing agency which should be CERT-IN empanelled and approved by CGTMSE) on the Cloud facility every 6 months and reports should be shared with CGTMSE. The Bidder needs to update the system in response to any adverse findings in the report, without any additional cost to CGTMSE.
- v. Upgrades - Any required version/Software /Hardware upgrades, patch management etc. at the Cloud Site will be supported by the Bidder for the entire contract period at no extra cost to CGTMSE.
- vi. Bidder is required to provision additional VM's when the utilization exceeds 90%.
- vii. On expiration / termination of the contract, Bidder to handover complete data in the desired format to CGTMSE which can be easily accessible and retrievable.
- viii. MIS Reports - Bidder shall submit the reports on a regular basis in a mutually decided format. The Bidder shall workout the formats for the MIS reports and get these approved by the CGTMSE after awarded the contract. The following is only an indicative list of MIS reports that may be submitted to the CGTMSE:

a. Daily reports

- Summary of resolved, unresolved and escalated issues / complaints
- Log of backup and restoration undertaken

b. Weekly Reports

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

Hypervisor patch update status of all servers including the Virtual Machines running

c. Monthly Reports

Component wise server as well as Virtual machines availability and resource utilization

Consolidated SLA / Non- conformance report.

Summary of component wise uptime.

Log of preventive / scheduled maintenance undertaken

Log of break-fix maintenance undertaken

All relevant reports required for calculation of SLAs

d. Quarterly Reports

Consolidated component-wise availability and resource utilization

All relevant reports required for calculation of SLAs

The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by the CGTMSE

Provisioning Cloud services for additional quantities at proposed rate

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

Phase 4: Operation and Maintenance Will start from the day and date of issuance of Operational acceptance by CGTMSE. This will be for a period of 5 years from UDAAN portal going live.

Bidder needs to provide the following: Project Planning and Management

i. **Project Schedule:** A detailed week-wise timeline indicating various activities to be performed along with completion dates and resources required for the same

ii. **Manpower Deployment List:** A list needs to be provided with resources who will be deployed on the project along with the roles and responsibilities of each resource.

iii. **Resource Deployment List:** List and number of all cloud-based resources (including but not limited to servers (VMs), storage, network components and software components) other than manpower that may be required.

iv. **Communication Plan:** Detailed communication plan indicating what form of

communication will be utilized for what kinds of meeting along with recipients and frequency.

v. **Migration Plan:** The Bidder will be required to submit a migration plan to CGTMSE for migrating the existing application on its Cloud. Necessary support will be provided by the application vendor of CGTMSE.

vi. **Progress Monitoring Plan and Reporting Plan:** Detailed Daily, Weekly, Monthly Progress Report formats along with issue escalation format. The format will be approved by CGTMSE to the successful bidder before start of the project.

vii. **Standard Operating Procedures:** Detailed procedures for operating and monitoring the Cloud site.

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

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

Key Scope for **managed service provider (MSP)** shall be (Some non-critical pointers may be waived off by trust, in case of other majority features/services are being provided / complied by the bidder):

- Network and Security Management: Monitoring & management of network link proposed as part of this solution.
- Bandwidth utilization, latency, packet loss etc.
- Call logging and co-ordination with vendors for restoration of links, if need arises.
- Redesigning of network architecture as and when required by CGTMSE
- Addressing the ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion protection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.
- Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately
- Ensure a well-designed access management process, ensuring security of physical and digital assets, data and network security, backup and recovery etc.
- Adding/ Changing network address translation rules of existing security policies on the firewall
- Diagnosis and resolving problems related to firewall, IDS /IPS (Optional).
- Managing configuration and security of Demilitarized Zone (DMZ) Alert / advise CGTMSE about any possible attack / hacking of services, unauthorized access / attempt by internal or external persons etc
- Administrative support for user registration, User ID creation, maintaining user profiles, granting user access, authorization, user password support, and administrative support for print, file, and directory services.
- Setting up and configuring servers and applications as per configuration documents/ guidelines provided by CGTMSE
- Installation/ re-installation of the server operating systems and operating system utilities

- OS Administration including troubleshooting, hardening, patch/ upgrades deployment, BIOS & firmware upgrade as and when required/ necessary for Windows, Linux or any other OS proposed as part of this solution whether mentioned in the RFP or any new deployment in future.
- Ensure proper configuration of server parameters, operating systems administration, hardening and tuning
- Regular backup of servers as per the backup & restoration policies stated by CGTMSE from time to time
- Managing uptime of servers as per SLAs.
- Preparation/ updating of the new and existing Standard Operating Procedure (SOP) documents on servers & applications deployment and hardening
- Installation, configuration, maintenance of the database (Cluster & Standalone).
- Regular health check-up of databases.
- Regular monitoring of CPU & Memory utilization of database server, Alert log monitoring & configuration of the alerts for errors.
- Space monitoring for database table space, Index fragmentation monitoring and rebuilding.
- Performance tuning of Databases.
- Partition creation & management of database objects, Archiving of database objects on need basis.
- Patching, upgrade & backup activity and restoring the database backup as per defined interval.
- Schedule/review the various backup and alert jobs.
- Configuration, installation and maintenance of Automatic Storage Management (ASM), capacity planning/sizing estimation of the Database setup have to be taken care by the Bidder.
- Setup, maintain and monitor the 'Database replication' / Physical standby and Asses IT infrastructure up-gradation on need basis pertaining to databases.
- Tuning of high cost SQLs and possible solution to application development team for tuning in order to achieve optimum database performance.
- Backup as a Service
- Database as a Service (Upscaling and downscaling of database as and when required by the trust; the rates of license pertaining to database shall be applicable according to the usage)
- Replication as a Service
- Version Supports (Windows and Linux)
- Monitoring
- Database Management (My SQL, MSSQL, Oracle etc.)
- Network Management
- Security Management
- Manage Database service should be capable of Compute scaling operations typically complete in a few minutes
- Manage Database service should have Storage scaling on-the-fly with zero downtime.
- Manage Database service should have capabilities to create Read Replica without on-the-fly with zero downtime.

- Manage Database service should support automated backup with point-in-time recovery for your database instance.
- Database snapshots are user-initiated backups as snapshot. Should support a new cloud instance from a database snapshots whenever desire.
- Manage Database service will automatically replace the cloud instance powering your deployment in the event of a hardware failure.
- Manage Database service cloud instance running with encryption, data stored at rest in the underlying storage is encrypted, as are its automated backups, read replicas, and snapshots.
- Manage Database service should provide out of box view key operational metrics, including compute/memory/storage capacity utilization, I/O activity, and instance connections at least.
- Manage Database service should have facility to notify via email or SMS text message of database events.

Key scope for bidder to adhere to security as a scope of this RfP (Some non-critical pointers may be waived off by trust, in case of other majority features/services are being provided / complied by the bidder):

- Applications deployed should maintain a secure Password policy
- Applications deployed should be secured by using Intrusion detection system (IDS) and Intrusion prevention system (IPS) at network level. (Optional)
- Have current vulnerability assessments and PCI (Payment Card Industry) scanning performed for all the applications hosted on the cloud.
- The Applications deployed should be secured through a Web Application Firewall (WAF) as a service.
- Bidder will have sole responsibility for fool-proof security of the applications and needs to provision all tools / real time monitoring to ensure the security of the application.
- Applications / Software Solutions shall comply with ISO 27001 Information Security Standard
- Applications / Software Solutions and infrastructure shall have Authentication – Authorization – Access audit trails
- Applications / Software Solutions shall be protected from security breaches, vulnerabilities
- All Service end-points- exposed over internet or internal shall be secured with at least 256 bits SSL Certificates
- All Servers, Services, Applications / Software Solutions shall have hardened security and reviewed regularly.
- Any unauthorized access / attempt shall be reported immediately
- The entire data-center network shall have multiple levels of physical, logical, and network security systems for information protection including but not limited to IPSEC Policies, Firewalls, IDS / IPS protection Systems.
- Data center and its security should be compliant with RBI guidelines issued from time to time.
- The bidder should ensure application penetration testing twice in a year and reports to be shared with CGTMSE

- Service provider should ensure there is multi-tenant environment and cloud virtual resources of CGTMSE are logically separated from others.
- Service provider should ensure that any OS provisioned as part of cloud virtual machine should be patched with latest security patch.
- Service provider should implement industry standard storage strategies and controls for securing data in the Storage Area Network so that users are restricted to their allocated storage
- WebService provider should deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer.
- Service provider should have built-in user-level controls and administrator logs for transparency and audit control.
- Service provider cloud platform should be protected by fully-managed Intrusion detection system using signature, protocol, and anomaly-based inspection thus providing network intrusion detection monitoring.
- Service provider would be responsible for proactive monitoring and blocking against cyber-attacks and restoration of services in case of attacks.
- Remote Monitoring Services for Client on 24x7 basis (355 days)
- VAPT in case of critical incident detection.
- VAPT on every new product / module release (Client would not release code to production without Service Provider consent)
- Detailed report to be furnished to Client management on every VAPT
- Guiding adherence on Change management cycle requirement & building up the process
- Active directory design, setup & group policy suggestions on implementing along with hardening
- Antivirus policy management & guidance on incident management against critical threats
- Backup policy & framework creation for CCTV footage, access management
- Recommendations on Email security implementations – AD sync, rights management, IP binding, group management,
- Guiding adherence on Change management cycle requirement & building up the process
- Active directory design, setup & group policy suggestions on implementing along with hardening
- Antivirus policy management & guidance on incident management against critical threats
- Backup policy & framework creation for CCTV footage, access management
- Recommendations on Email security implementations – AD sync, rights management, IP binding, group management
- Recommendation, comparison and analysis for all the procurement impacting IT infra, IT Policy & IT security policy

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

For UAT Enviorment								
Serial No.	Environment	Physical Tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty
1	UAT	Web	Virtual Machine	testing	8vCPU	32	100	1
2	UAT	Database	Virtual Machine	SQL DB for storing application information	4vCPU	8	50	1
3	UAT	file Storage	Virtual Drive	For storing user images and reports	-	-	50	
For Prduction Enviorment								
Serial No.	Physical Tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty DC	Qty-DR
1	Web	Virtual Machine	Portal for using application	16vCPU	128	200	2(2 different zone on high availability with load balancer)	2(2 different zone on high availability with load balancer)
2	Database	Virtual Machine	SQL DB for storing user information and user profiles	16vCPU	122	250	1	1
3	File Storage	Virtual Drive	For Storing user images and reports		-	-	200	
Currently MSSQL, RHEL, Firewall and antivirus, costs if any, needs to be considered for basic mandatory license procurement								

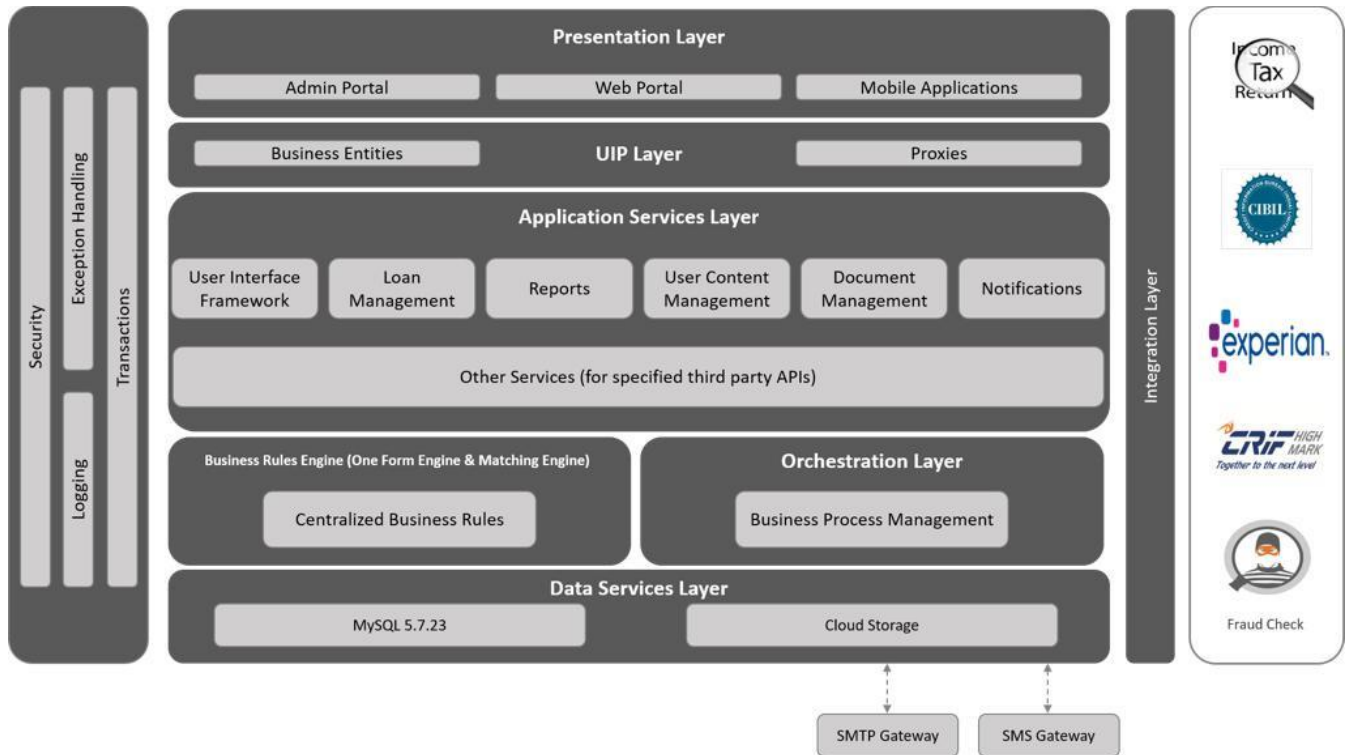
Responsibility Matrix

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

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

The bidder either in its individual capacity or as a consortium shall be able to fulfil and deliver key responsibilities and scope of each CSP & MSP along with Cyber security services mentioned in this point 4.4 as well as eligibility criteria of clause 8.2

The proposed architecture which bidder shall be required to maintain is:



GENERIC Requirements:

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

- Supply, Installation, commissioning, and support and maintenance with five-year warranty/AMC support for cloud and managed service solution.
- Provide tools and utilities for the portal deployment and implement the same in production, development and test environments.
- Provide documentation and user manual for the services, tools and utilities. The documentation for the processes should also be provided.
- Reporting and analytics to be provided to meet the reporting requirement of Trust related to the services mentioned in this RfP.
- Provide patches, updates and upgrades during the project period (5 years) and implement the same.
- Enable suitable information security / cyber security and secure configuration in respect of the components, and utilities on the cloud, as per requirement of the Trust and compliant bodies, from time to time.
- The service should adhere to the security policies set up by Trust.
- The bidder should be undertaking confidentiality clause and related legal documents pertaining the same.
- Bidder needs to submit the entire functional kit along with technical kit which should contain all the descriptions for usage of the services

mentioned in this RfP. Bidder shall provide a complete screen wise documentation along with user manuals.

- Training videos, screen-wise presentation, graphical slide shows etc pertaining to entire services needs to be made by the bidder and submitted at the time of final delivery/installation/deployment.
- Latest and popular technology having easily available resources to maintain the cloud services post its delivery, should be used.
- Complete assistance and execution for deploying the application on selected cloud, shall be carried out by bidder.
- The bidder shall completely ensure and abide by all the regulations, directions and notification of RBI and other government authorities regarding cloud data storage norms and shall fulfil the same at their cost during the entire duration of project (5 years).
- All cyber security check and highest-level encryption as and where required needs to be part of the application development. Regular audit, test reports including penetration testing, vulnerability assessment etc needs to be undertaken at regular interval of every six month and to be submitted to trust as and when required, at bidder's cost.
- Any upcoming compliance requirement from data security perspective needs to be completely adhered by and implemented by bidder.
- All the licenses, tools etc used for providing these services, either partly or fully by the bidder, shall be licensed and the services provided shall contain all the future license permission usage as well. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Trust and its employees/ officers/ resource/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Trust will give notice of any such claim or demand of liability within reasonable time to the bidder.
- All security tests as mentioned above and additional test which may be required by the trust, needs to be carried out by a reputed 3rd party security testing company (This 3rd party company to be selected by CGTMSE) and the costs related to these testing needs to be borne by Bidder. The bidder must adhere and implement all the suggestions/recommendations given by this 3rd party security testing company for making the system more secure. Bidder needs to provide the required security certifications, ISO certifications related to system developed as and when may be required by Trust.

- It may be noted by the bidder that the users/client IP accessing this application and/or database has to be strictly from Indian IPs. The relevant security measures even from proxy servers, need to be restricted and set in such a manner that the pings from international IPs should not have any access to this application/ database. Apart from this primary filter, the international user accessing this application/database must be automatically filtered out by the firewall and the setting related to the same must be made applicable accordingly by the bidder.
- Should native support for highly available layer 4 and layer 7 load balancer.
- Cloud Load Balancing can detect unhealthy cloud instance, stop sending traffic to them, and then spread the load across the remaining healthy targets.
- Cloud Load Balancing should provide integrated certificate management and SSL/TLS decryption, allowing you the flexibility to centrally manage the SSL settings of the load balancer and offload CPU intensive work from your application.
- Cloud Load Balancing should load balance HTTP/HTTPS applications for layer 7-specific features or use strict layer 4 load balancing for applications that rely on the TCP and UDP protocols.
- Cloud Load Balancer (Layer 4) should handle traffic as it grows and can load balance millions of requests/sec. It should also handle sudden volatile traffic patterns.
- Cloud Load Balancer (Layer 4) preserves the client (CGTMSE) side source IP allowing the back-end to see the IP address of the client. This can then be used by applications for further processing.
- Cloud Load Balancer (Layer 4) provides at least metrics such as Active Flow count, Healthy Host Count, New Flow Count, Processed bytes.
- Able to specify its private IP address range from any range you choose.
- Should support to create public subnet and private subnet as required.
- Control inbound and outbound access to and from individual subnets using network access control lists.
- Should support assign multiple IP addresses and attach multiple elastic network interfaces to instances.
- Should support Site-to-site VPN.
- Should log information about network traffic going in and out of network interfaces
- Enable both IPv4 and IPv6.
- Should include capabilities to append metadata tags to objects, configure and enforce data access controls, secure data against unauthorized users, run big data analytics, and monitor data at the object and main directory levels.
- Should also supports features that help maintain data version control, prevent accidental deletions.
- If needed also enforce write-once-read-many (WORM) policies.

- Should have capabilities of Identity and Access Management to create users and manage their respective access; Access Control Lists (ACLs) to make individual objects accessible to authorized users; main folder policies to configure permissions for all objects within a main folder; and Query String Authentication to grant time-limited access to others with temporary URLs.

4.5 Parameters and Penalty for Disaster Recovery Management

Disaster Recovery			
Sr No.	Parameter	Target	Penalty
1.	RTO	4 hours	₹30,000/- per additional hour of delay subject to a maximum delay of 10 hours.
2.	RPO	30 minutes	₹30,000/- per additional block of 30 minutes' subject to a maximum delay of 5 hours.
3.	Live Drill of DR	To be conducted every 6 months. Successful switch over and operation of application	₹10,000/- for delay of each week, subject to a maximum of 5 weeks delay.

4.6 Cloud and Managed Service Maintenance

Bidder is required to provide the maintenance and managed services as well. Bidder will extend end-user support, management and administration services of the infrastructure throughout the contract period. Bidder will also deploy resources on-site at CGTMSE to manage all these services. This shall also include any additional deployment or any other solution / application / portal in future which is required by trust.

4.7 Performance Criteria

The Bidder shall provide an end-to-end, completely hosting solutions for the portal consisting of cloud infrastructure, system administration and Support services as defined in this RFP.

The portal to be hosted shall be highly scalable, high performance transaction processing and secured. The Bidder, for information, may note that expected number of users shall be as follows:

No. of concurrent users – 10000 & Growth factor – 10% year-on-year

4.8 Severity, Priority and SLAs

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

Service factors must be meaningful, measurable and monitored constantly. The various service levels which are liable for penalty are outlined in tables 4.8.1 and 4.8.2 besides uptime efficiency of 99.5%. The Other service level parameter relating to the RTO and RPO is indicated in 4.5.

For the purpose of monitoring the SLAs in the RfP, the bidder shall provide Incidents and SLA management tool for recording all incidents regarding applications and infrastructure. Users, both internal and external, will have access in the tool to report incidents on real time basis. The bidder shall also record resolution in the same tool as and when required. The Bidder shall monitor SLA breaches through the tool. CGTMSE will be given web-based access of this tool at multiple levels to monitor life-cycle of the incidents, their resolution and SLA compliance. Bidder will be responsible to submit report of calculation of SLA and applicable penalty along with periodical invoices to CGTMSE as and when applicable as per payment terms.

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

Table 4.8.1 Severity of Defects

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

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

Table 4.8.2 Priorities of Defects and Resolution SLAs

Defect Priority	Business Impact due to improper functioning of Cloud and Managed services	Resolution Details
P0	All Portal (UDAAN) 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, or applications not getting completed as scheduled, 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 and MLI users are affected. e.g. users are not able to view reports or carry out normal functions	Shall be resolved within 1/2 day through a quick-fix engineering. A permanent solution shall be deployed within 4 working days.
P2	A user is affected for minor issues. e.g. User is not able to enter / process the transaction, specific login issues, mails / alerts / SMS not being sent	Shall be resolved within 1 day through a quick-fix engineering. A permanent solution shall be deployed within 4 working days

The test drill may be conducted by CGTMSE or by any appointed third-party agencies by focusing only on the functional / acceptance test scenarios.

These SLAs are applicable for all cloud and managed services.

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

Table 4.8.3 Compliance Level for SLAs

Severity or Priority Level	Resolution Time	Penalty
S0 or P0	Resolution Time \leq T (As per table 4.8.1 and 4.8.2) from the time the complaint / query is reported for resolution by the helpdesk. Note-	₹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.

	T refers to quick fix solution time referred to in 4.8.1 and 4.8.2	
S2 or P2		₹ 2,500 for delay of every additional hour subject to a maximum of 5% of quarterly payment amount.

The penalty against SLAs would be as follows:

Table 4.8.4 Penalty for breach of SLAs

Parameter	Target	Basis	Penalty			
Application Uptime## including Database Server Uptime Application Server Uptime Web Server Uptime Storage Uptime Internet Link Any other IT component in the Infrastructure	>= 99.50%	Per 0.5% breach of target. This will be calculated monthly after the Go-live of the application. Uptime (%) = <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>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>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/portal 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.

5. Change Management

1. CGTMSE may request, in writing, about the need for a change in the services during the contract period.
2. The bidder is requested to submit the man-month rate for resources deployed on-site as part of the commercial bid. It may be noted that optional contracted man-month rate, as mentioned in above table, is being obtained to handle the cloud services and managed services of trust as a dedicated personnel/resources during the contract period. For details on the treatment of this resource-rates, bidders may refer to the commercial bid format.
3. A person month will comprise of 24 working days to arrive at person-day rate for broken periods less than a month. The rates are inclusive of out-of-pocket allowance, travel etc. (Taxes and duties are as per rates applicable on the date of submission of bids).

6. Time Frame / Tenure of the Contract

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

Bidder will have period as mentioned in timeline table below for establishing the internet and connectivity lines, hosting the portal on cloud and implementing all the required policies and securities. After Go-live and acceptance of the cloud solution, the bidder will support and managed the cloud solution for 5 years out of which 1st one 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 service.

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

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

Following is the indicative timelines for implementation of the services of the project. The implementation of the services is expected to be completed within 2 months from date of contract.

Bidder will prepare a plan of delivery and complete the project within 2 months. Plan of delivery will broadly follow the following timeline.

Phase	Description	Timelines
I	Assessment of requirement and submission of plan	To be completed by 7 th day from release of PO
II	Sign off of plan by CGTMSE	To be completed by 8 th day from release of PO
III	Deploy application and data structures on cloud	To be completed by 30 th day from release of PO
IV	Establishing all the secured policies	To be completed by 40 th day from release of PO
V	Deploy dedicated manpower / resources on site	To be completed by 35 th day from release of PO
VI	Go live	To be completed by 45 th day from release of PO
VII	Post Go-live and acceptance of the whole services, support of infrastructure and all the related managed services to initiated and maintained	5 years

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

Key Responsibilities & Scope:

Sr. No	Roles and Responsibilities	CGTMSE	Bidder
1	Data Migration		Y
2	managed hosting (VM instances, storage, security), auto scaling, shared firewall, patch management, server administration, database administration, back-up and restore services, remote hands and eye services (RHE) etc		Y
3	Infrastructure Management		Y
4	Server Software		Y
5	DC and DR Management and Hosting Support		Y
6	Coordination with hosting Service provider		Y
7	Implementation and training of cloud services		Y
8	Provision of service's user manuals, if any		Y

9	Change Management		Y
10	Data Ownership	Y	
11	Services Demos and Product Presentations		Y
12	UAT, System Audits, Report, 3 rd party software integration, Certification, Compliances		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. It shall prepare the plan and factor the cost accordingly in commercial bid.
- 7.1.2 The exercise would be completed out of bidder's premise and Trust is not expected to allocate full time working desks for resources during the implementation phase.
- 7.1.3 The project manager is expected to provide update on the status of the project on weekly basis in person at CGTMSE premise

8. Bid Evaluation Methodology

8.1 Evaluation Process

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

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

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

Stage III – Bidder selection basis lowest bid: In this stage, commercial bids would be evaluated for the bidders for which the eligible technical bids have received the minimum threshold scores. The Trust will then select the bid with the lowest commercial.

General Terms:

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

Arithmetic errors correction

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

1. If there is discrepancy in the price quoted in figures and words, the price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
2. 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 for each CSP and MSP is being mentioned herein:

Eligibility Criteria for CSP:

S No	Eligibility Criteria	Supporting Documents Required
1	The Bidder should either be a proprietorship, partnership firm, LLPs or a limited Company under Indian Laws, Government Organization / PSU/ PSE or autonomous Institution approved by GOI / RBI.	Copy of Certificate of Incorporation / Partnership Deed 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 2019 (in case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into considerations).	Certification of Incorporation / Certificate of commencement of business.
3	The Bidder should have a minimum turnover of at least INR 50 crore or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid. (FY 2017-19)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). In respect of FY 2019, if un-audited, Auditors certificate

		for provisional numbers may be submitted.
4	The bidder should have been profitable (on cash profit basis) in the last two out of three financial years (FY 2017-19)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
5	The bidder should have a positive net worth during the last financial year (FY 2019)	Audited financials for FY 2018 & FY 2019. In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
6	The bidder should not have been blacklisted at the time of submission by the Central/any of the State Governments/statutory body/regulatory body/Indian Trusts Association, PSU etc. in India and globally.	Self-Declaration
7	The Bidder should be located and have cloud and support centre in India.	An undertaking with details of the location and resources to be submitted
8	The Bidder should be in compliance with the regulatory requirement, as applicable to them.	Self declaration with address and contact details on letter-head
9	The Data Center Facility (or each of the facilities where the cloud service offerings are proposed to be offered) must meet the following criteria: a) The Data Center Facility must be within India, should be currently operational and have a minimum capacity of 100 Racks owned or contracted. b) The Data Center Facility shall at a minimum have: i. Routers, Firewalls, LAN, WAN, Internet Access, and Hosting Center, Backup, Operations Management, and Data Management ii. Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor, Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights, Management, SIEM,	a) Cloud Service Provider should provide a self-signed certificate on their letter head from authorized signatory in case the data center facility is owned or provide data center facility vendor signed certificate for contracted capacity for the number of racks b) CSP to provide a self-signed certificate on their letter head from authorized signatory mentioning the Data centre facilities at the Data centre along with copy of following certificates: - i) Data Centre Tier III certificate, certified under TIA

	<p>Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting.)</p> <p>iii. Conform to at least Tier III standard, certified under TIA 942 or Uptime Institute certifications by a 3rd party</p> <p>iv. Assured protection with security built at multiple levels.</p> <p>v. Cloud platform should be certified for the latest version of ISO 27001 (year 2013), by a competent auditing authority</p> <p>vi. Reports of periodic third party inspections/audits and the certifications should be available online or shared on demand for scrutiny</p>	<p>942 or Uptime Institute certifications by a 3rd party</p> <p>ii) Cloud platform certificate for the latest version of ISO 27001 (year 2013, by a competent auditing authority</p> <p>iii) Copy of certificate issues by third party for periodic inspections/audits</p> <p>c) Undertaking on the Security & Data Privacy on the letter head of authorized signatory mentioning the compliance following -Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting</p> <p>d) Copy of latest Certification or letter from auditor regarding third party inspection may be provided</p>
10	The CSP is compliant with IT Act 2000 (including 43A) and amendments	Letter from authorized signatory on the letter head of CSP mentioning the compliance

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

Eligibility Criteria for MSP:

S No	Eligibility Criteria	Supporting Documents Required
1	The Bidder should either be a proprietorship, partnership firm, LLPs or a limited Company under Indian Laws, Government Organization / PSU/ PSE or autonomous Institution approved by GOI / RBI.	<p>Copy of Certificate of Incorporation / Partnership Deed</p> <p>Proof of office address also to be furnished.</p>

2	The bidder should have been in existence for at least three years as on 31 March 2019 (in case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into considerations).	Certification of Incorporation / Certificate of commencement of business.
3	The Bidder should have a minimum turnover of at least INR 10 crore or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid. (FY 2017-19)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
4	The bidder should have been profitable (on cash profit basis) in the last two out of three financial years (FY 2017-19)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
5	The bidder should have a positive net worth during the last financial year (FY 2019)	Audited financials for FY 2018 & FY 2019. In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
6	The bidder should not have been blacklisted at the time of submission by the Central/any of the State Governments/statutory body/regulatory body/Indian Trusts Association, PSU etc. in India and globally.	Self-Declaration
7	The Bidder should be in compliance with the regulatory requirement, as applicable to them.	Self declaration with address and contact details on letter-head
8	The MSP must have strength of at least 50 IT Professionals (data center/networking/system administration/cloud services professionals/cloud security experts) on	Certificate from HR head on the letter head of MSP certifying the availability of

<p>their payroll as on date of submission of this bid. At least 10 of these professionals must have experience (of minimum 3 years) in maintenance of cloud solution/virtual server administration/system administration, Virtualization, security, database etc)</p>	<p>resources on their payroll as on date of submission of this bid as per the requirement</p>
---	---

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

***Single bidder can bid as both CSP and MSP for this RfP. However, bidder at least must be either of CSP or MSP. If CSP is bidding as a single entity it should also fulfil the criteria for MSP as well and vice versa.**

*** The service provider / bidder bidding for this RfP shall be considered as primary bidder and it will be sole responsibility of the primary bidder to deliver and fulfil the entire scope of work mentioned in this RfP. Further, the primary bidder shall be the SPOC and all indemnity as well as responsibility of the entire project shall be borne by the primary bidder.**

***In case of separation of business or merger/acquisition within a span of last two years as on date of issue of this RfP, bidder may utilize the credentials and track of its predecessor company to fulfil the Pre-Qualification criteria.**

***In case of consortium or joint venture, both MSP & CSP should be fulfilling respective eligibility criteria;**

***The primary bidder shall fulfil all the cyber security related services as well as the regulations/compliance of INDIA along with RBI.**

***In case of consortium, A certificate / letter should be provided by the bidder authorizing bidding entity to bid on behalf of other partner/service provider to this RfP. i.e. In case MSP is bidding on behalf of CSP, bidder who is MSP needs to provide a letter mentioning that the CSP which he/she has represented to provide services for the part of CSP has authorized the bidder (Here, the MSP) to bid on their behalf and CSP provides consent for the same to the MSP along with the bided rates approval.**

Note: In case the Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale, etc.) in the last three financial years (FY 2016-17, 2017-18, 2018-19), 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**

8.3 Stage II – Evaluation of Technical Bids and Presentations

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

Technical Qualification process

The Bidder would be required to cover the following but not limited to: -

- Overall Cloud architecture including solution design
- Project Management and Implementation Methodology
- Migration Plan
- Integration approach with other IT Infrastructure
- Maintenance and Support for proposed solution
- Risk Mitigation plan

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

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

It may be noted that all the components provided for any and every service mentioned under this bid by the bidder, should be preferably from Leader's and/or visionary Quadrant of 2019 Gartner's report. In case any component from Niche or challenger is placed, which shall not be part of Leader or Visionary quadrant and ultimately bringing challenge to expected quality as per scope and delivery mentioned in this RfP, shall be subject to further review and may even result into rejection of proposal at sole discretion of CGTMSE.

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

S#	Criterion	/Document Required	Max Score
1	Bidders Experience - Client Citations		
1.1	For CSP: Bidders experience of implementing and managing the IT infrastructure for cloud services and managed services NON-BFSI clients: Private/PSU/Central Govt/State Govt. or any other Organisation or	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work- 9 Marks	24

S#	Criterion	/Document Required	Max Score
	agencies – 1 mark for every client (Capped to max 3 marks) in India + Bidders experience of implementing and managing the IT infrastructure for cloud services and managed services to BFSI Sector clients – 2 mark for every client (Capped to max 6 marks) in India		
1.2	For MSP: Bidders experience of implementing and managing the IT infrastructure for cloud services and managed services NON-BFSI clients: Private/PSU/Central Govt/State Govt. or any other Organisation or agencies – 1 mark for every client (Capped to max 3 marks) in India + Bidders experience of implementing and managing the IT infrastructure for cloud services and managed services to BFSI Sector clients – 2 mark for every client (Capped to max 6 marks) in India	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work – 9 Marks	
1.3	Projects of similar quantum and scope completed by bidder where individually the entity had bided as both CSP and MSP In case bidder is applying as different CSP and MSP, the projects completed by combination of these bidders, shall be considered for this clause. i.e. a consortium / joint venture by these bidders who have applied for this RfP should together have completed Projects of similar quantum and scope in past	(2 marks for each complete project; maximum 6 marks)	
2	Quality of Proposal		
	1. Bidder's understanding level of the scope of work (2 Marks) 2. Project Management Methodology (5 Marks) 3. Bidders awareness of the service, scope, deliverables and proposed architecture for this project (4 Marks)	Detailed document mentioning methodologies/approach for these 5 headers need to be provided in word/presentation format	11
3	Cloud and Managed Services		
	The requirement for Cloud services is given in excel file named "Technical Evaluation Sheet" supplied along with this	Supporting documents / certificates must be attached wherever applicable	45

S#	Criterion	/Document Required	Max Score
	RfP. Bidder is expected to indicate compliance in "1" for yes or "0" for No against all the requirements. Scoring for this format will be done based on compliance by bidder for each point vis-à-vis total number of points. [0.216 marks shall be allotted to every Yes/1]		
4	Presentation and Site Visit		
4.1	Site visit (Bidders, at their cost, will arrange for site visit for any one of the projects cited in technical bid) and / or Customer's feedback / testimonies	5	
4.2	<p>Presentation: Bidder's clarity on the project scope and execution. Bidders will be allotted time slot of maximum 1:30 hour for presentation at CGTMSE office based on ascending alphabetical order of their names. Date and time will be advised during technical evaluation. Presentation should include (3 marks for each of the following):</p> <ol style="list-style-type: none"> 1. Bidders understanding of the project, scope of work, implementation methodology 2. Technical Service / Solution with and risk mitigation plan 3. Explaining the service plan for the list provided in technical evaluation sheet with showcasing the certificates wherever applicable; Demonstration of the proposed documentation and training for cloud solution 4. People/Resource credentials which are to be deployed/utilized for this project 5. Architect solution for this project 	15	20
Total			100

**** Bidder has to submit proposed technology details along with its technical response. These technical details should be in line with Section 4.3 and for all Hardware, Software and Infrastructure.**

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

8.4 Stage III – Evaluation of Commercial Bids

- 8.4.1 At this stage, only the technical shortlisted bidders out of Stage II will be considered for commercial evaluation
- 8.4.2 It may be noted that commercial bids will be selected basis the one having the lowest bid (details mentioned in clause 9.2.4)
- 8.4.3 The Commercial Bids of the short-listed bidders after Technical evaluation stage would be opened in the presence of the bidders or their authorized representatives who desire to be present not exceeding one person.
- 8.4.4 All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for commercial evaluation.
- 8.4.5 Bidders who do not qualify the technical evaluation will not be invited for opening of commercials. The date for opening of commercial bids will be separately communicated.
- 8.4.6 For detailed terms and condition and calculation on basis of formula, please refer to the commercial sheet.

8.4.7 Process of Commercial Evaluation

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

There are major 5 pointers, summation of which, shall comprise of TCO for respective bidders. These 5 pointers are:

- Server Pricing: There are basic indicative requirement for vCPU given in first sheet named “Initial Requirement”; Bidder on basis of this needs to input their bid price in second sheet named “Pricing Sheet” against the line item mentioned therein. These rates are the dedicated rates to start with, however, there are additional usage rates sought by bidders which bidder needs to fill up as this shall be base for future usage whenever required. It may be noted that these additional usage rates shall not be comprising of TCO component.
- Storage Pricing: There are basic indicative requirement for storage required for each computation, file storage and database with respective size (in GB) mentioned therein. Bidder on basis of this needs to input their bid price in second sheet named “Pricing Sheet” against the line item mentioned therein. These rates are the dedicated rates to start with, however, there

are additional usage rates sought by bidders which bidder needs to fill up as this shall be base for future usage whenever required. It may be noted that these additional usage rates shall not be comprising of TCO component.

- Cloud Infrastructure solution pricing shall depend upon the bidder. Bidder may calculate his/her efforts, resources and costing as per the scope of work defined in point 4.4 as well as attached technical evaluation sheet. Bidder needs to enter the amount directly after totalling into the 3rd sheet named “TCO Sheet” against the line item named “Cloud Infrastructure Solution Pricing (5 Years)”
- Managed services including certain part of cyber security services. Bidder may calculate his/her efforts, resources and costing as per the scope of work defined in point 4.4 as well as attached technical evaluation sheet. Bidder needs to enter the amount directly after totalling into the 3rd sheet named “TCO Sheet” against the line item named “Managed Services Pricing for Project tenure (5 Years)”
- The last component comprising of TCO shall be the additional component / resources/ manpower / services etc that may be required by bidder for fulfilling his/her obligation under the scope of work mentioned in this RfP in point no.4.4 as well as attached technical evaluation sheet. Some key component which needs to be mandatorily filled up by bidder are Firewall and antivirus to be added apart from VAPT services. The bidder may add up additional component / resources/ manpower / services etc which may be required by him / her as per the proposed architecture presented by him during technical evaluation.

Key Notes:

- ✓ The total of above mentioned 5 components shall amount to TCO.
- ✓ The excel sheet has basic formulas and the cell marked in “Pink” colour background are mandatory and needs to be filled by every bidder and which shall further contribute towards deriving TCO;
- ✓ All these costs shall be inclusive all the cost, expenses, taxes
- ✓ These rates should be for 5 years
- ✓ Trust reserves the right to take any additional services / downsize service request depending upon Trust's requirement and sole discretion

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

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

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

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

Where: 'C' is the annual amount of each year as given in Format.

'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.

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

9. Terms and Conditions

9.1 General

- 9.1.1 The offers should be made strictly as per the formats enclosed.
- 9.1.2 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 .Doc formats) along with the hardcopies. Trust may choose to use for evaluation either the softcopy or the hardcopy or both at its discretion. Hence the Bidder shall ensure to maintain consistency between the hard-copy and the soft-copy that is submitted to the Trust, in all respects.

9.2 Commercial Bid

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

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

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

9.2.4 It would be bidder's responsibility to identify and factor cost of each commercial item mentioned in this RfP document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected bidder (Service Provider) should provide the services at its own cost.

Process of Commercial Evaluation

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

There are major 5 pointers, summation of which, shall comprise of TCO for respective bidders. These 5 pointers are:

- **Server Pricing:** There are basic indicative requirement for vCPU given in first sheet named “Initial Requirement”; Bidder on basis of this needs to input their bid price in second sheet named “Pricing Sheet” against the line item mentioned therein. These rates are the dedicated rates to start with, however, there are additional usage rates sought by bidders which bidder needs to fill up as this shall be base for future usage whenever required. It may be noted that these additional usage rates shall not be comprising of TCO component.
- **Storage Pricing:** There are basic indicative requirement for storage required for each computation, file storage and database with respective size (in GB) mentioned therein. Bidder on basis of this needs to input their bid price in second sheet named “Pricing Sheet” against the line item mentioned therein. These rates are the dedicated rates to start with, however, there are additional usage rates sought by bidders which bidder needs to fill up as this shall be base for future usage whenever required. It may be noted that these additional usage rates shall not be comprising of TCO component.
- **Cloud Infrastructure solution pricing** shall depend upon the bidder. Bidder may calculate his/her efforts, resources and costing as per the scope of work defined in point 4.4 as well as attached technical evaluation sheet. Bidder needs to enter the amount directly after totalling into the 3rd sheet named “TCO Sheet” against the line item named “Cloud Infrastructure Solution Pricing (5 Years)”
- **Managed services** including certain part of cyber security services. Bidder may calculate his/her efforts, resources and costing as per the scope of work defined in point 4.4 as well as attached technical evaluation sheet. Bidder needs to enter the amount directly after totalling into the 3rd sheet named “TCO Sheet” against the line item named “Managed Services Pricing for Project tenure (5 Years)”
- The last component comprising of TCO shall be the additional component / resources/ manpower / services etc that may be required by bidder for fulfilling his/her obligation under the scope of work mentioned in this RfP in point no.4.4 as well as attached technical evaluation sheet. Some key component which needs to be mandatorily filled up by bidder are Firewall and antivirus to be added apart from VAPT services. The bidder may add up additional component / resources/ manpower / services etc which may be required by him / her as per the proposed architecture presented by him during technical evaluation.

Key Notes:

- ✓ The total of above mentioned 5 components shall amount to TCO.

- ✓ The excel sheet has basic formulas and the cell marked in “Pink” colour background are mandatory and needs to be filled by every bidder and which shall further contribute towards deriving TCO;
- ✓ All these costs shall be inclusive all the cost, expenses, taxes
- ✓ These rates should be for 5 years
- ✓ Trust reserves the right to take any additional services / downsize service request depending upon Trust's requirement and sole discretion

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

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

9.3 Service Delivery

9.3.1 To meet CGTMSE’s requirements, as spelt out in the RfP, the Bidder must have the requisite experience in providing desired services, the technical know-how, and the financial wherewithal that would be required to successfully provide the services sought by CGTMSE, for the entire period of the contract.

9.3.2 Selected bidder would be issued ‘Letter of intent (LOI)’/ Purchase Order (PO) on final selection and completion of internal approval formalities of the Trust. Immediately after the receipt, the Service provider must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.

9.3.3 Time would be the essence of this RfP and subsequent LOI/ PO issued/ placed with the Successful Bidder. Therefore, the Bidder must strictly adhere to the delivery schedules failure to which will be considered as breach of the terms and conditions. Commercial Bid should be submitted in the format prescribed in the RfP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the Trust

9.4 Rules for Responding to the RfP

9.4.1 All responses should be in English language. All responses by the Bidders to this RfP document shall be binding on such Bidders till the bid validity.

9.4.2 All responses including Eligibility, Technical (if any) and Commercial bids, all subsequent clarifications received from the bidder in response to CGTMSE’s queries/ instruction would be deemed to be irrevocable offers/ proposals from the Bidders and may, if accepted by the Trust, form part of

the final contract between the Trust and the selected Vendor. Bidders are required to attach a 'Letter of Competence' from an authorized official attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in Annexure- Form 7.

- 9.4.3 Any part of the response either eligibility, technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the Trust required to demonstrate compliance with all the eligibility criteria, as mentioned above
- 9.4.4 CGTMSE reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of CGTMSE, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 9.4.5 The Eligibility, Technical (if any) and Commercial bids will have to be signed on all pages by the authorized official. Unsigned bids would be treated as incomplete and would be liable to be rejected.
- 9.4.6 The bidders should obtain necessary permissions and approval from the customers whose references have been given in their response, for undertaking site visits and or their obtaining feedback by the Trust.
- 9.4.7 The Bidder must submit the response exactly in the formats mentioned in this RfP and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. CGTMSE would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misguiding or having irrelevant additional information.
- 9.4.8 Based on the Trust's cloud service and managed service requirements as listed in this document, the Bidders should architect the best-suited solution that would meet the Trust's requirements and quote for the same.
- 9.4.9 In case the Bidders quote for more than one solution/ option then the response would be considered as improper and liable to be rejected. The Bidders should not give options to the Trust to select from the multiple offers. The Bidder is expected to select the best option which is cost-effective and meeting the entire Tender specifications. It would be the responsibility of the bidder to decide the best suitable solution/ option.
- 9.4.10 The bidder shall represent and acknowledge to the Trust that it possesses necessary experience, expertise and ability to undertake and fulfil its

obligations in the performance of the provisions of this RfP.

9.4.11 The bidder represents that all the services/ offerings quoted by the bidder in response to this RfP meets the requirements of the Trust as stated in this RfP. If any services, functions or responsibilities not specifically described in this RfP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RfP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RfP and shall be provided by the bidder at no additional cost to the Trust.

9.4.12 The bidder shall represent that the proposed services/ solution and its constituents including documentation and/ or use of the same by the Trust shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority (Including, but not limited to, software licenses, IPR infringes etc). The bidder represents and agrees to obtain and maintain validity throughout the project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Trust for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Trust for availing services from the bidder.

9.4.13 The Trust will not be responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Trust at all times will benchmark the performance of the Vendor to this RfP and the expected service levels as mentioned herein. In the event of any deviations, the Vendor must make good the same at no extra costs to the Trust, in order to achieve the desired service levels as well as meeting the requirements as stipulated in this RfP.

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

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

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

on the Trust for the same.

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

9.4.18 Responses received become the property of CGTMSE

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

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

9.5 Amendment to the bidding document

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

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

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

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

9.6 Bid Security

9.6.1 All the responses must be accompanied by a refundable interest free

security deposit of **₹7,50,000/- (Rupees Seven Lakh Fifty Thousand only)** in the form (DD of that amount or a Performance Bank Guarantee for the amount) and manner as prescribed elsewhere in this document.

Bid Price

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

Earnest Money Deposit

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

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

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

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

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

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

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

Performance Bank Guarantee (PBG)

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

scheduled commercial bank.

- 9.6.9 The performance guarantee should be valid till three months period beyond the expiry of the contract period and should have claim period of three months beyond the PBG validity period.
- 9.6.10 The successful Bidder shall provide the PBG after the communication regarding acceptance of the services has been received from the Trust.
- 9.6.11 Payments for the first phase / milestone shall be released only after the receipt of PBG. However, Service Provider shall continue to provide uninterrupted services in the event of payments being held by CGTMSE on account of non-submission of PBG by the Service Provider.
- 9.6.12 Notwithstanding anything to the contrary contained in the contract, CGTMSE shall be at liberty to invoke the Performance Bank Guarantee without notice or right of demur to the Bidder in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 9.6.13 If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two months, CGTMSE will inter-alia, be at liberty to invoke the performance guarantee within the ambit of preceding paragraph in addition to other remedies available to it under the contract or otherwise.
- 9.6.14 Time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of CGTMSE should entitle the Bidder to a reasonable extension of time, such extension may be considered by CGTMSE at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. CGTMSE shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

Forfeiture of performance (BG) security

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

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

9.7 Payment Terms

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

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

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

Payment term for Cloud and managed services

Phase	Description	Payment term - % shall be strictly on quarterly basis; there shall be no upfront payment
i	Assessment of requirement and submission of plan	-
ii	Sign off /Release of PO by CGTMSE	-
iii	Establishing all the secured cloud infrastructure and managed services	-
iv	Clearance of User Tests as mentioned in point 4.4	-
V	Go live	-
VI	Post Go-live and acceptance of the whole services, support of infrastructure and all the related managed services to initiated and maintained	To be paid on quarterly basis, post satisfactorily completion of every quarter

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

prescribed in Form 11.

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

Payment in case of termination of project

1. The cost of services would be paid based on pro-rata basis for the portion of services completed as analysed and deem fit by the Trust at its sole discretion.
2. The terms and conditions and calculations as mentioned in the excel sheet attached for commercial bid shall be final and binding.

9.8 Termination Clause

9.8.1 CGTMSE shall reserve the right to terminate the contract by giving 30 days' notice to the Service Provider, in the event of one or more of the following situations:

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

9.9 Transition Management

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

service provider as decided by CGTMSE.

9.10 Ownership of Data

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

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

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

9.11 Payment in case of Termination of contract

9.11.1 In case the contract is terminated in any of the events except Service Provider becoming bankrupt or insolvent, payment towards services will be made on pro-rata basis, for the period services that have been delivered, after deducting applicable penalty and TDS/ other taxes.

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

9.12 Insurance

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

9.12.2 Service provider shall be responsible for taking necessary insurance of all the hardware/ software owned and installed by the service provider inside

CGTMSE premises for the delivery/ SLA monitoring of services as per SOW.

9.13 Rules for Evaluation of Responses

- 9.13.1 To assist in the scrutiny, evaluation and comparison of responses/ offers, CGTMSE may, at its discretion, ask some or all Bidders for clarifications on their offers. The request for such clarifications and the response will necessarily be in writing. CGTMSE has the right to disqualify the Bidder whose clarification is not received by CGTMSE within the stipulated time or is found not satisfactory/ suitable to the proposed project.
- 9.13.2 Bidders should be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, within a week's period after the last date of the submission of proposals. Accordingly, CGTMSE will communicate a date and time to all Bidders. The Bidder will arrange for such demonstrations, presentations, site visits and obtain customer feedback at its own cost. All the necessary approvals for site visits/ customer feedback must be obtained by the bidders from referred customers.
- 9.13.3 CGTMSE may appoint the services of an external consultant/ agency for evaluation of the bids.
- 9.13.4 Bidders must not present any reference as credential for which it is not able to present the verifiable facts/ documents because of any non-disclosure agreement with its other customer or for any other reason whatsoever. CGTMSE would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
- 9.13.5 CGTMSE may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of CGTMSE contains any false or misleading claims or statements. CGTMSE shall not be liable for excluding or rejecting any such proposal.
- 9.13.6 CGTMSE reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RfP document. CGTMSE would not give any clarification/ explanation to the concerned bidder in case of such rejection.
- 9.13.7 CGTMSE reserves its right to reject any or all the offers without assigning any reason thereof whatsoever. The decision of CGTMSE would be final and

binding in this regard.

9.13.8 CGTMSE reserves the right to modify the evaluation process at any time during the Tender process (before submission of bids by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

9.13.9 CGTMSE will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined **the Lowest Bid (L1)**, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, CGTMSE shall not be bound to accept the **L1 bid or any bid** and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

9.13.10 CGTMSE reserves the right to re-tender.

9.14 Corrupt and fraudulent practice

9.14.1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:

9.14.2 “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

9.14.3 “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Trust and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Trust of the benefits of free and open competition.

9.14.4 The Trust reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

9.15 Waiver

9.15.1 No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RfP or subsequent agreement with the other party shall operate as a waiver of such right, power privilege or remedy or as a waiver of any preceding or succeeding

breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RfP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

9.16 Violation of terms & Subcontracting

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

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

9.17 Confidentiality

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

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

9.18 IPR Infringement

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

CGTMSE to the extent of indirect or direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to software/ hardware/ services provided/ used by Bidder/ Service provider under this project.

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

9.19 Limitation of liability

9.19.1 Save and except the liability under Section of 'IPR Infringement' and/ or 'Indemnity' provisions in this RfP, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss/ misuse of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

9.20 Rights to Visit

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

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

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

documents required by the Trust.

9.21 Audit

9.21.1 The vendor shall allow the Trust, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to:

9.21.2 Inspect and audit its books and accounts and to provide copies of any audit or review reports and findings made on the service provider, directly related to the services related to this RfP. In any case, any of the services should not be further outsourced/ assigned/ subcontracted to other vendors unless written permission of trust, failure to which, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification and immediately revoke those services from subcontractor, if deem fit by the trust.

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

9.22 Compliance with Statutory and Regulatory Provisions

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

9.23 Taxes and Duties

9.23.1 The Vendor shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of services. Remittance of all such charges collected from CGTMSE and meant to be deposited with appropriate Govt. authorities, shall be the sole responsibility of the vendor.

9.23.2 The vendor must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, **including payment of applicable minimum wages** and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Trust in this regard.

9.23.3 Providing clarifications/ particulars/ documents etc. to the appropriate tax

authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the vendor at his cost.

9.23.4 Tax deduction at Source – Wherever the laws and regulations require deduction of such taxes at the source of payment, the Trust shall affect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Trust as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

9.24 Right of Publicity

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

9.25 Resolution of Dispute

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

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

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

9.25.3 The agreement/ contract shall be interpreted in accordance with the laws of

the India and the Parties agree upon exclusive jurisdiction to the courts of Mumbai.

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

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

9.26 Force Majeure

9.26.1 Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract/ order after this RfP is the result of an event of Force Majeure.

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

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

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

9.27 Indemnity

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

- i. Trust's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or

- ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or
 - iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Trust; and/or
 - iv. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
 - v. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/o
 - vi. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
 - vii. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
 - viii. The use of unlicensed and illegal Software and/or allied components by the successful Bidder.
 - ix. Infringement of 3rd party intellectual property rights and inappropriate disclosure or data breach.
- 9.27.2 The Bidder will have to at its own cost and expenses defend or settle any claim against the Trust that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Trust:
- i. Notifies the Bidder in writing; and
 - ii. Cooperate with the bidder in the defence and settlement of the claims.
- 9.27.3 The Bidder shall not be liable for defects or non-conformance resulting from:
- i. Software, hardware, interfacing not approved by Bidder; or
 - ii. Unauthorized modification of Software or any individual product supplied under this RfP document, or Trust's failure to comply with any mutually agreed environmental specifications.

- iii. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
- iv. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

9.28 NDA (Non-Disclosure Agreement), conflict of interest, non-solicitation and Non-compete

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

9.28.2 The cloud and managed services related to proposed UDAAN Portal and / or any associated portal / website for the purpose and the form in which such portals may assumed during the course of operation, development and deployment, are proprietary assets of CGTMSE with all intellectual property and associated rights. Therefore, it agreed that:

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

b. The Bidder shall not enter into any arrangements or agreements or transaction(s) whatsoever, with any third party for development of similar kind of portal using proprietary rights of CGTMSE and confidential information and trade secrets which it may become privy during the course of the project as well as 2 years post completion of project tenure.

c. For the purpose of this clause the term "Confidential Information" means information about the Trust/CGTMSE and identity of Customers, Customer Prospects, and/or Vendors that is not generally known outside CGTMSE, which the Bidder will learn of in connection with the project. Confidential Information may include, without limitation: (1) policy, technique, software, programmes, ideas, information, and working of the portal, (2) policies, finances, and business plans; (3) financial projections, (4) information relating to the product roll-outs; (5) customized software, marketing tools, and/or supplies that will be provided access to by CGTMSE to the Bidder and/or will create; (6) any information relating to names, addresses, and telephone numbers of Customers, Customer Prospects, and/or Vendors, browsers/user of the site and portals, etc; (7) any list(s) of the Customers, Customer Prospects, and/or Vendors; (8) the account terms and pricing of the products; (9) the account terms and pricing of users of the portals/banks and their Customers; (10) the names and addresses of CGTMSE employees and other business contacts of Application; and (11) the techniques,

methods, and strategies by which the CGTMSE develops, markets, distributes, and/or sells any of the products d. “Trade Secrets” means Confidential Information shall include the information as protected and covered under applicable law. “Proprietary Rights” means any and all inventions, discoveries, developments, methods, processes, compositions, works, supplier and customer lists (including information relating to the generation and updating thereof), concepts, and ideas (whether or not patentable or copyrightable) conceived, made, developed, created, or reduced to practice (whether at the request or suggestion of the CGTMSE or otherwise, whether alone or in conjunction with others, during implementation of the project, which may be directly or indirectly useful in, or related to, the activities and business of the portals or any business or products contemplated by CGTMSE, now or in future. The Bidder agrees that, during the term of this agreement and renewals thereof and for twelve months after the termination thereof, regardless of the reason for the termination the agreement, the Bidder will not, directly or indirectly, on behalf of any Competitive Business perform the same or substantially the same Job Duties

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

9.29.1 IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

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

9.29.3 The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri. Ashok Sinha (IAS Retd.) as an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows:

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

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

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

9.30.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs)

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

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

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

9.31 General

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

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

9.31.3

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

b. No Joint Venture: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties, nor shall either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

c. No Assignment: Except with respect to The Bidder's rights regarding the use of subcontractors with permission of Trust, neither party may assign any rights or obligations under this Contract without the prior written consent of the other party except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement. If the Bidder or any employee of the Bidder or any person

acting on behalf of the Bidder, either directly or indirectly, is a relative to any of the officers of CGTMSE or alternatively, if any relative of the officer of CGTMSE has financial interest / stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of CGTMSE. The Bidder would undertake to provide appropriate human as well as other resources (PC/laptop etc.) required, to execute the various tasks assigned as part of the project, from time to time. Personnel engaged by the Bidder for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the Bidder and they shall have no claim to be appointed in the services of the Trust. The Bidder shall take suitable measures for them in this regard. The Bidder shall ensure that the software and allied components used to service CGTMSE are licensed and legal. This contract contains only the broad provisions for the entire assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources on-site as may be required for/ incidental to the successful completion of the entire assignment. Save and except in the normal course recruitment process, either party during the term of the contract and for a period of two years thereafter shall not without the express written consent of the other party, directly or indirectly:

1. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the other party in rendering the services in relation to the contract; or
- b. Induce any person who shall have been an employee or associate of the other party at any time to terminate his / her relationship with the other party.

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, GoI.
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 selecting a service provider for cloud services and managed services (CSMS) for CGTMSE operations are qualified enough with adequate previous experience and that once they are assigned to the project, they will not be moved out of it, except for reasons beyond the control of the bidder.

10.1.20 Any other relevant legal document.

10.2 Contents and Format of Technical Bid (Envelope B)

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

10.3 Contents and Format of Commercial Bid (Envelope C)

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

10.4 Bids Submission

10.4.1 The bidder should put all the three, Envelopes A, B & C in a master envelope labelled “**CGTMSE - selection of service provider for cloud services and managed services (CSMS)**”

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

10.4.3 The bidders are required to comply with the following:

- Either MSP on behalf of CSP or CSP itself can bid but both cannot bid simultaneously in the same tender (and vice versa).

- If bidder submits bid on behalf of CSP, the same bidder shall not submit a bid on behalf of another CSP in this same tender
- The bidder cannot submit more than one proposals / bids/ application in response to this RfP.

10.5 Language of Bid

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

10.6 Bid Currencies

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

10.7 Format and Signing of Bid

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

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

10.8 Sealing and Marking of Bids

10.8.1 Enclosing of Bid: The original copy of Document proofs for Preliminary eligibility should be placed in a single separate sealed envelope clearly marked " Selection of service provider for cloud services and managed services (CSMS)– Documents as proof of Preliminary eligibility" (Envelope A).

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

10.8.3 The Commercial Bid should be placed in a single separate sealed envelope

clearly marking **“Selection of service provider for cloud services and managed services (CSMS) - Commercial Bid (Prices only) - Do not open with Technical Bid (Envelope C)”**.

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

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

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

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

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

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

10.9 Deadline for Submission of Bids

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

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

from the bidders shall be binding upon CGTMSE.

10.10 Late RfP Policy

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

10.11 Period of Validity of Bids

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

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

10.12 Modification and Withdrawal of Bids

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

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

10.12.3 Last Date for Notice: No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its Earnest Money

Deposit.

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

10.13 Opening of Bids by the Trust

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

10.14 Non Conformity to RfP Requirements

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

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

11. Award of Contract

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

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

11.2 Notification of Acceptance of Bid

Notification to Bidder

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

Signing of Contract

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

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

11.3 Discharge of Earnest Money Deposit (EMD)

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

11.4 Expenses for the Contract

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

11.5 Failure to Abide by the Agreement / Contract

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

11.6 Annulment of Award

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

12. Annexures – Forms

12.1 Form 1: Letter format for Submission of Bids

The Deputy General Manager

CGTMSE,

7th Floor, Swavalamban Bhavan, SIDBI,

G- Block, Bandra-Kurla Complex,

Bandra (East),

Mumbai - 400 051

Dear Sir,

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

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

1. **Bid Price and 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 **₹7,50,000/- (Rupees Seven Lakh fifty thousand only)** towards EMD. We understand that the EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
2. Minimum Eligibility bid and Commercial bid inside separate envelopes, in prescribed formats.
3. Details of presentation and site visit/ customer feedback are given below:

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

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

We agree and declare to the following:

- We undertake if our bid is accepted, we shall deliver the requirement as per the schedule: starting from the date of receipt of notification of award from The Trust.
- We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Trust up to the period prescribed in the Bid, which shall remain binding upon us.
- We accept that The Trust has also right to re-issue the bid, to which we do not have right to object. The decision of The Trust in this regard shall be final and binding upon us.
- We agree and undertake to abide by the RfP and contract terms and conditions, provisions, stipulations and covenants including the price quoted therein for the period of 360 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- We understand that you are not bound to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in 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.
- In case of consortium, _____(Bidder's name) is _____(write "MSP" or "CSP") and other party who shall be contracted by bidder is _____(Name of other service provider is _____(write "MSP" or "CSP"; Note it should be CSP if MSP has been mentioned above in this clause and vice versa) Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

12.2 Form 2: Eligibility Criteria

Eligibility Criteria for CSP:

S No	Eligibility Criteria	Supporting Documents Required
1	The Bidder should either be a proprietorship, partnership firm, LLPs or a limited Company under Indian Laws, Government Organization / PSU/ PSE or autonomous Institution approved by GOI / RBI.	Copy of Certificate of Incorporation / Partnership Deed 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 2019 (in case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into considerations).	Certification of Incorporation / Certificate of commencement of business.
3	The Bidder should have a minimum turnover of at least INR 50 crore or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid. (FY 2017-19)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
4	The bidder should have been profitable (on cash profit basis) in the last two out of three financial years (FY 2017-19)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
5	The bidder should have a positive net worth during the last financial year (FY 2019)	Audited financials for FY 2018 & FY 2019. In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.

6	The bidder should not have been blacklisted at the time of submission by the Central/any of the State Governments/statutory body/regulatory body/Indian Trusts Association, PSU etc. in India and globally.	Self-Declaration
7	The Bidder should be located and have cloud and support centre in India.	An undertaking with details of the location and resources to be submitted
8	The Bidder should be in compliance with the regulatory requirement, as applicable to them.	Self declaration with address and contact details on letter-head
9	<p>The Data Center Facility (or each of the facilities where the cloud service offerings are proposed to be offered) must meet the following criteria:</p> <p>a) The Data Center Facility must be within India, should be currently operational and have a minimum capacity of 100 Racks owned or contracted.</p> <p>b) The Data Center Facility shall at a minimum have:</p> <p>i. Routers, Firewalls, LAN, WAN, Internet Access, and Hosting Center, Backup, Operations Management, and Data Management</p> <p>ii. Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor, Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights, Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting.)</p> <p>iii. Conform to at least Tier III standard, certified under TIA 942 or Uptime Institute certifications by a 3rd party</p> <p>iv. Assured protection with security built at multiple levels.</p> <p>v. Cloud platform should be certified for the latest version of ISO 27001 (year 2013), by a competent auditing authority</p> <p>vi. Reports of periodic third party inspections/audits and the certifications should be available online or shared on demand for scrutiny</p>	<p>a) Cloud Service Provider should provide a self-signed certificate on their letter head from authorized signatory in case the data center facility is owned or provide data center facility vendor signed certificate for contracted capacity for the number of racks</p> <p>b) CSP to provide a self-signed certificate on their letter head from authorized signatory mentioning the Data centre facilities at the Data centre along with copy of following certificates: -</p> <p>i) Data Centre Tier III certificate, certified under TIA 942 or Uptime Institute certifications by a 3rd party</p> <p>ii) Cloud platform certificate for the latest version of ISO 27001 (year 2013, by a competent auditing authority</p> <p>iii) Copy of certificate issues by third party for periodic inspections/audits</p> <p>c) Undertaking on the Security & Data Privacy on the letter head of authorized signatory mentioning the compliance following -Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated</p>

		Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting d) Copy of latest Certification or letter from auditor regarding third party inspection may be provided
10	The CSP is compliant with IT Act 2000 (including 43A) and amendments	Letter from authorized signatory on the letter head of CSP mentioning the compliance

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

Eligibility Criteria for MSP:

S No	Eligibility Criteria	Supporting Documents Required
1	The Bidder should either be a proprietorship, partnership firm, LLPs or a limited Company under Indian Laws, Government Organization / PSU/ PSE or autonomous Institution approved by GOI / RBI.	Copy of Certificate of Incorporation / Partnership Deed 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 2019 (in case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into considerations).	Certification of Incorporation / Certificate of commencement of business.
3	The Bidder should have a minimum turnover of at least INR 10 crore or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid. (FY 2017-19)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.

4	The bidder should have been profitable (on cash profit basis) in the last two out of three financial years (FY 2017-19)	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
5	The bidder should have a positive net worth during the last financial year (FY 2019)	Audited financials for FY 2018 & FY 2019. In respect of FY 2019, if un-audited, Auditors certificate for provisional numbers may be submitted.
6	The bidder should not have been blacklisted at the time of submission by the Central/any of the State Governments/statutory body/regulatory body/Indian Trusts Association, PSU etc. in India and globally.	Self-Declaration
7	The Bidder should be in compliance with the regulatory requirement, as applicable to them.	Self declaration with address and contact details on letter-head
8	The MSP must have strength of at least 50 IT Professionals (data center/networking/system administration/cloud services professionals/cloud security experts) on their payroll as on date of submission of this bid. At least 10 of these professionals must have experience (of minimum 3 years) in maintenance of cloud solution/virtual server administration/system administration, Virtualization, security, database etc)	Certificate from HR head on the letter head of MSP certifying the availability of resources on their payroll as on date of submission of this bid as per the requirement

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

***Single bidder can bid as both CSP and MSP for this RfP. However, bidder at least must be either of CSP or MSP. However, If CSP is bidding as a single entity it should also fulfil the criteria for MSP as well and vice versa.**

*** The service provider / bidder bidding for this RfP shall be considered as primary bidder and it will be sole responsibility of the primary bidder to deliver and fulfil the entire scope of work mentioned in this RfP. Further, the primary**

bidder shall be the SPOC and all indemnity as well as responsibility of the entire project shall be borne by the primary bidder.

***In case of separation of business or merger/acquisition within a span of last two years as on date of issue of this RfP, bidder may utilize the credentials and track of its predecessor company to fulfil the Pre-Qualification criteria.**

***In case of consortium or joint venture, both MSP & CSP should be fulfilling respective eligibility criteria;**

***The primary bidder shall fulfil all the cyber security related services as well as the regulations/compliance of INDIA along with RBI.**

***In case of consortium, A certificate / letter should be provided by the bidder authorizing bidding entity to bid on behalf of other partner/service provider to this RfP. i.e. In case MSP is bidding on behalf of CSP, bidder who is MSP needs to provide a letter mentioning that the CSP which he/she has represented to provide services for the part of CSP has authorized the bidder (Here, the MSP) to bid on their behalf and CSP provides consent for the same to the MSP along with the bided rates approval.**

Note: In case the Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale, etc.) in the last three financial years (FY 2016-17, 2017-18, 2018-19), 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**

12.3 Form 3: Technical Bid

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

Technical Qualification process

The Bidder would be required to cover the following but not limited to: -

- Overall Cloud architecture including solution design
- Project Management and Implementation Methodology
- Migration Plan
- Integration approach with other IT Infrastructure
- Maintenance and Support for proposed solution
- Risk Mitigation plan

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

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

It may be noted that all the components provided for any and every service mentioned under this bid by the bidder, should be preferably from Leader's and/or visionary Quadrant of 2019 Gartner's report. In case any component from Niche or challenger is placed, which shall not be part of Leader or Visionary quadrant and ultimately bringing challenge to expected quality as per scope and delivery mentioned in this RfP, shall be subject to further review and may even result into rejection of proposal at sole discretion of CGTMSE.

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

S#	Criterion	/Document Required	Max Score
1	Bidders Experience - Client Citations		
1.1	For CSP: Bidders experience of implementing and managing the IT infrastructure for cloud services and managed services NON-BFSI clients: Private/PSU/Central Govt/State Govt. or any other Organisation or agencies – 1 mark for every client (Capped to max 3 marks) in India	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work- 9 Marks	24

S#	Criterion	/Document Required	Max Score
	+ Bidders experience of implementing and managing the IT infrastructure for cloud services and managed services to BFSI Sector clients – 2 mark for every client (Capped to max 6 marks) in India		
1.2	For MSP: Bidders experience of implementing and managing the IT infrastructure for cloud services and managed services NON-BFSI clients: Private/PSU/Central Govt/State Govt. or any other Organisation or agencies – 1 mark for every client (Capped to max 3 marks) in India + Bidders experience of implementing and managing the IT infrastructure for cloud services and managed services to BFSI Sector clients – 2 mark for every client (Capped to max 6 marks) in India	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work – 9 Marks	
1.3	<ul style="list-style-type: none"> Projects of similar quantum and scope completed by bidder where individually the entity had bided as both CSP and MSP In case bidder is applying as different CSP and MSP, the projects completed by combination of these bidders, shall be considered for this clause. i.e. a consortium / joint venture by these bidders who have applied for this RfP should together have completed Projects of similar quantum and scope in past 	(2 marks for each complete project; maximum 6 marks)	
2	Quality of Proposal		
	1. Bidder's understanding level of the scope of work (2 Marks) 2. Project Management Methodology (5 Marks) 3. Bidders awareness of the service, scope, deliverables and proposed architecture for this project (4 Marks)	Detailed document mentioning methodologies/approach for these 5 headers need to be provided in word/presentation format	11
3	Cloud and Managed Services		
	The requirement for Cloud services is given in excel file named "Technical Evaluation Sheet" supplied along with this	Supporting documents / certificates must be	45

S#	Criterion	/Document Required	Max Score
	RfP. Bidder is expected to indicate compliance in "1" for yes or "0" for No against all the requirements. Scoring for this format will be done based on compliance by bidder for each point vis-à-vis total number of points. [0.216 marks shall be allotted to every Yes/1]	attached wherever applicable	
4	Presentation and Site Visit		
4.1	Site visit (Bidders, at their cost, will arrange for site visit for any one of the projects cited in technical bid) and / or Customer's feedback / testimonies	5	
4.2	<p>Presentation: Bidder's clarity on the project scope and execution. Bidders will be allotted time slot of maximum 1:30 hour for presentation at CGTMSE office based on ascending alphabetical order of their names. Date and time will be advised during technical evaluation. Presentation should include (3 marks for each of the following):</p> <ol style="list-style-type: none"> 1. Bidders understanding of the project, scope of work, implementation methodology 2. Technical Service / Solution with and risk mitigation plan 3. Explaining the service plan for the list provided in technical evaluation sheet with showcasing the certificates wherever applicable; Demonstration of the proposed documentation and training for cloud solution 4. People/Resource credentials which are to be deployed/utilized for this project 5. Architect solution for this project 	15	20
Total			100

**** Bidder has to submit proposed technology details along with its technical response. These technical details should be in line with Section 4.3 and for all Hardware, Software and Infrastructure.**

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

Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Please note:

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

12.4 Form 4: Commercial Bid

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

The excel sheet as attached: RfP- Commercial Sheet

**** Note:**

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

Place: Mumbai

Date:

Signature of Authorised Official with Seal

The Commercial bid should state the following explicitly:

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

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

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

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY executed at _____ on _____, 2019, 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. 169/CGTMSE/2019-20 dated September 11, 2019 for 'Selection of service provider for cloud services and managed services (CSMS)' for CGTMSE and to attend meetings and hold discussions on behalf of the Company with CGTMSE in this regard.

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

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

For and on behalf of the Board of Directors of _____

Dated this ____ day of _____ 2019

WITNESS:

Signature Of _____

Attested

Note:

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

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

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

12.6 Form 6 : Letter of Conformity

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

To:

The Deputy General Manager
CGTMSE,
7th Floor, Swavalamban Bhavan, SIDBI,
G- Block, Bandra-Kurla Complex,
Bandra (East),
Mumbai - 400 051

Dear Sir,

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

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

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

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

Thanking you,

Yours sincerely,

Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

12.7 Form 7: Letter of Competence

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

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

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

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

Thanking you,

Yours sincerely,

Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

12.8 Form 8: Deed of Indemnity Format

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

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

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

We further undertake responsibility for any loss of data, loss of life, etc, due to us and/or acts of our representatives or 3rd party vendor from whom certain services are outsourced / executed in association with, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. We furthermore undertake to indemnify the Trust (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

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

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

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

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

Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

12.9 Form 9: Non-Disclosure Agreement Format

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

WHEREAS, We, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “service provider for cloud services and managed services (CSMS)” as per scope defined in the **RfP No. 169/CGTMSE/2019-20 dated September 11, 2019** for ‘Selection of service provider for cloud services and managed services (CSMS)’ for Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), having its office at 7th Floor, 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 _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

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

To

The Deputy General Manager

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

Dear Sir

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

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

We hereby agree that

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

Dated this ____ day of _____ 2019

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

12.11 Form 11: Bank Mandate Form

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier: _____

Vendor Udyog Aadhar (if available) _____

2. Address of the Borrower / vendor / supplier:

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSME Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

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

4. Date from which the mandate should be effective :

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

Place : _____

Date : _____

Signature of the party / Authorized Signatory

.....
.....

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

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

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

12.12 Form 12: Performance Bank Guarantee**(To be executed on a non judicial stamp paper 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, Swavalamban Bhavan, SIDBI,
G- Block, Bandra-Kurla Complex,
Bandra (East),
Mumbai - 400 051

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), a Trust setup by Govt. of India and Small Industries Development Bank of India, and having its Office at 1002-1003, 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 "Selection of service provider for cloud services and managed services (CSMS) " on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and CGTMSE (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank Guarantee for 10% of the contract value i.e. ₹. _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

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

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

relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____.

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

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

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

SIGNED, SEALED AND DELIVERED.

BY

AT

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

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....

12.13 Form 13 : Pre-Contract Integrity Pact

[To be included in Eligibility Bid Envelope]

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

PRE CONTRACT INTEGRITY PACT

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of -----, 2019 between Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), a Trust setup by Govt. of India and Small Industries Development Bank of India, and having its Office at 7th 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 “Selection of service provider for cloud services and managed services (CSMS)”_and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

2 Commitments of the BUYER

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

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

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

4 Previous Transgression

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

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

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

5 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.7,50,000/- (Rupees Seven Lakh fifty thousand only)** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
- (ii) A confirmed guarantee by 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. Ashok Sinha (IAS ret'd.) as an Independent External Monitors (IEM) (hereinafter referred to as Monitors) for this Pact in consultation

with the Central Vigilance Commission. Name and Address of the IEM are as follows :

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

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

CGTMSE

Witness

Witness

1. _____

1. _____

2. _____

2. _____

12.14 Form 14 : Statement of deviations

[To be included in Eligibility Bid Envelope]

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

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

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

Selection of service provider for cloud services and managed services (CSMS)			
List of Deviations			
(RfP No. 169 /CGTMSE/2019-20 dated September 11, 2019)			
S. No.	Clarification point as stated in the tender document	Page / Section Number in RfP	Comment/ Suggestion/ Deviation
1.			
2.			

Date: _____ Signature of Authorised Signatory: _____

Place: _____ Name of the Authorised Signatory: _____

Designation : _____

Name of the Organisation: _____

Seal : _____