

TENDER DOCUMENT
FOR
MAINTENANCE AND MANAGEMENT OF
APPLICATION SOFTWARE(S)
WITH BUG FIXING, ENHANCEMENT, MODIFICATION
AND
DOCUMENTATION

Credit Guarantee Fund Trust for Micro and Small Enterprises
[Setup by Govt. of India and SIDBI]
7th Floor, MSME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051
Website: www.cgtmse.in

Tender No. 2012-13/IT/5

The information provided by the bidders in response to this Tender Document will become the property of CGTMSE and will not be returned. CGTMSE reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by CGTMSE for purchase of Computer software. It should not be reused or copied or used either partially or fully in any form.

RfP – Maintenance and Management of Application Software(s) with Bug fixing, Enhancement, Modification and Documentation

1. Credit Guarantee Fund Trust for Micro and Small Enterprises (hereinafter referred to as Trust) is a trust formed by Govt. of India and SIDBI for providing guarantee to the credit facilities extended by banks and financial institutions to Micro and Small Enterprises. The Trust is operating from its Mumbai Office.
2. In order to maintain and manage existing application software, sealed bids are invited from vendors dealing in software development and maintenance and are eligible (as per eligibility criteria mentioned in Annexure – V) to extend Maintenance support for three years extendable for a further duration of one year for customized Application Software is presently running. Scope of work is mentioned in Annexure - III. The package is deployed on Oracle 11g, JBoss Application Server using Java, JSP at Middle Tier and Internet Browser in Front End. A brief about the operations is available under Annexure – III.
3. The job includes the deployment / posting of qualified and experienced engineers at CGTMSE site as per the requirement of this Project.
4. Proposals along with the following documents must be submitted in a **non-window sealed envelope** superscribing “**RfP – Maintenance and Management of Application Software(s) - 2012-13/IT/5**”:
 - a. Forwarding letter as per format given in Annexure –VII
 - b. Documents as required to establish minimum eligibility criteria as per Annexure - V.
 - c. Power of Attorney as given in Annexure - X
 - d. A Demand Draft/ Bank Guarantee for ₹ 80,000 (Rupees Eighty Thousand Only) drawn in favour of CGTMSE and payable at Mumbai, towards Earnest Money Deposit (EMD).Bank guarantee format for EMD is as per Annexure - XI
 - e. Commercial Bid in a separate non-window sealed envelope superscribing “**RfP – Maintenance and Management of Application Software(s) – 2012-13/IT/5 – Commercial Bid**”.
5. Proposals completed in all respects should be submitted at the following address latest by _____ by 15:00 Hrs.

6. The Bid information, general terms and conditions and commercial bid format are given in the following annexures:

- a. Annexure I – Bid Information
- b. Annexure II – General Terms and Conditions
- c. Annexure III – Brief about CGTMSE, IT Setup, Project Details & Scope of work
- d. Annexure IV – Special Terms and Conditions
- e. Annexure V – Minimum Eligibility criteria
- f. Annexure VI – Commercial Bid format
- g. Annexure VII – Forwarding Letter
- h. Annexure VIII – Performance Bank Guarantee
- i. Annexure IX – Indemnity
- j. Annexure X – Power of Attorney
- k. Annexure XI – EMD – Bank Guarantee format

The proposals received after due date and time will not be accepted. Clarifications, if any, may be sought in writing latest by _____ 17:00 Hrs.

Annexure - I

Bidding Information Sheet

S. N.	Bid Reference	2012-13/IT/5 dated 02 nd April, 2013			
1	Purpose	Maintenance and management of Application Software(s) with bug fixing, enhancement, modification and documentation			
2	EMD	₹ 80,000/- (To be submitted as Demand Draft/BG in favour of CGTMSE, payable at Mumbai)			
3	No. Of Envelopes (Non window, sealed) to be submitted	02 (Two) , first envelope containing: 1. Forwarding letter 2. Documents to establish minimum eligibility criteria. 3. DD/BG towards EMD 4. Power of Attorney Second envelope containing 1. Non window sealed envelope containing Commercial Bid			
4	Last Date of Submission of Bids	25 th April, 2013; 1500 hours			
5	Venue, Date and time of opening of Minimum eligibility criteria Bids.	At 1600 hours, on 25 th April, 2013, at the address given at Sr. no. 9			
6	Last Date for seeking clarifications, if any	15 th April, 2013, 17:00 Hrs			
7	Date and time of Pre-bid meeting	12:00 Hrs on 18 th April, 2013, at the address given at Sr. no. 9.			
8	Bid Validity	Three Months from the date of submission of bids i.e. 25 th July, 2013			
9	Address for submission of Bids	The Chief Executive Officer, CGTMSE, 7 th Floor, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East) Mumbai - 400 051			
10	Date and time of opening of commercial bids.	Will be intimated in due course to short listed vendors only			
11	Contact details				
	Name	Designation	Phone	Fax	E-mail
	Shri A V Syam Sundar	M(Sys)	61437804	022-26541821	avshyam@cgtmse.in
	Shri S S Bakshi	GM	61437803		ssbakshi@cgtmse.in
	Shri U R Tata	CEO	61437801		urtata@cgtmse.in

Annexure - II

General Terms and Conditions

The Bidders are expected to examine all instructions, forms, terms and specifications in this bidding document. Failure to furnish all information as required in the bidding document may result in the rejection of bids and will be at the bidder's own risk.

1. Clarification of Bids

1. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in Bid Information Sheet) It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
2. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted at least one day prior to the date of pre-bid meeting. Trust has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Trust, together with amendment to the bidding document, if any, will be intimated/ posted on the website. It would be responsibility of the bidder to check the website before final submission of bids (www.cgtmse.com/tenders.html).

2. Amendment to the bidding document

1. At any time prior to the date of submission of Bids, the Trust, for any reason, may modify the Bidding Document, by amendment.
2. The amendment will be posted on Trust's website (URL - www.cgtmse.com/tenders.html).
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.
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.

3. Language of Bid

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Trust and supporting documents and printed literature shall be written in English.

4. Cost Details & Validity:

The quoted Rate / Cost should be inclusive of all levies/ taxes like Service tax, Educational cess, Sales Tax, Transportation, Customs, Excise, traveling charges etc, if any. The proposal submitted against this RfP should remain valid till at least till three months from the last date of submission of RfP.

5. Payment Terms:

Monthly payment in arrears. However, first payment to the vendor will be payable after submission of Performance Bank Guarantee for an amount equivalent to 10% of the order value.

6. CGTMSE reserves the right to accept or reject any quotation in full or part, and to suspend this process and reject all quotations or part at any time prior to the award of contract, without thereby incurring any liability to the affected vendors on the grounds of the purchaser's inaction.

7. **Bid Submission:** Vendors should submit the bids strictly in accordance with the information given in the Annexure - I (Bid Information).

8. **Responsive bids:** Bids conforming to the following essential requirements shall be considered as responsive:

- i. Bids submitted at the prescribed address on or before the stipulated date and time.
- ii. Bids accompanied with following documents:
 - 1) Forwarding letter
 - 2) Documents establishing minimum eligibility criteria.
 - 3) Power of Attorney as given in Annexure - X
 - 4) DD/BG towards the EMD.
 - 5) Masked price bid as per Annexure - VI
- iii. Commercial bids in the prescribed format, in a separate non-window sealed envelope.

9. Signing, Sealing and Marking of Bids

1. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract.

2. Power of Attorney of the person authorized to sign the bid as per format given in Annexure - X is to be submitted. The Bidder shall seal the bids in non-window envelopes containing the documents as under:
 - I) 1st Envelope (Superscribing "RfP – Maintenance and Management of Application Software(s) – 2012-13/IT/5 - Pre-qualification / Minimum Eligibility"):
 - a. DD/ BG towards EMD.
 - b. Bid Forwarding Letter.
 - c. Pre-qualification/ Minimum Eligibility Criteria
 - d. Masked (blank) Commercial Bid
 - e. Power of Attorney
 - II) 2nd Envelope (Superscribing "RfP – Maintenance and Management of Application Software(s) – 2012-13/IT/5 -Commercial Bid"):
 - a. Commercial bid
3. On the cover of each envelop name and address of bidder along with contact number should be clearly indicated.

Note:

Under no circumstances the Commercial Bid should be kept in minimum eligibility documents cover. The placement of Commercial Bid in Pre-qualification / Minimum Eligibility documents Bid covers will make bid liable for rejection. If the envelop(s) are not sealed and marked as indicated above, the Trust will assume no responsibility for the Bid's misplacement or its premature opening.

10. Earnest Money Deposit (EMD):

- a. All the responses must be accompanied by a refundable interest free security deposit of amount of Rs. 80,000/-.
- b. EMD should be in the form of Demand Draft / Banker's Cheque/BG in favour of "CGTMSE" payable at Mumbai. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- c. No interest will be paid on EMD.
- d. Request for exemption from Security Deposit will not be entertained.
- e. The EMD amount of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
The end of the bid validity period, including extended period (if any),

OR

Receipt of the signed contract from the selected Bidder.

- f. Successful Bidder will be refunded the EMD amount only after submission of performance guarantee by the bidder.
- g. The bid security may be forfeited:
 - If a Bidder withdraws its bids during the period of bid validity.
 - If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.

11. Late Bids

Any bid received by the Trust after the deadline for submission of bids prescribed by the Trust will be rejected and returned unopened to the bidder.

12. Modification And/ Or Withdrawal of Bids:

- a. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Trust, prior to the deadline prescribed for submission of bids.
- b. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax and followed by a signed confirmation copy received by the Trust not later than the deadline for submission of bids.
- c. No bid may be modified or withdrawn after the deadline for submission of bids.
- d. Trust has the right to reject any or all bids 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.

13. Opening of Bids

- a. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the bid information sheet.
- b. On the scheduled date and time, bids will be opened by the Trust Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.

- c. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the Trust at its discretion will proceed further with opening of the technical bids in their absence.
- d. The Bidder name, presence or absence of requisite EMD and such other details as the Trust, at its discretion may consider appropriate will be announced at the time of technical bid opening.
- e. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

14. Clarification of bids:

- a. During evaluation of Bids, the Trust, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.
- b. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
- c. Any deviations from the specifications should be clearly brought out in the bid.
- d. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

15. Preliminary Examinations

- a. The Trust will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- b. The Trust may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- c. Prior to the detailed evaluation, the Trust will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. The Trust's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic

evidence. The Trust would also evaluate the Bids on minimum eligibility criteria including possible visit to inspect live site(s) of the bidder, bidders presentation etc.

- d. If a Bid is not substantially responsive, it will be rejected by the Trust and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- e. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

16. Minimum Eligibility / Evaluation

- a. Pursuant to the evaluation of Preliminary Examination, minimum eligibility Criteria as specified in this document is verified. The bidder should satisfy the pre-qualification criteria as specified in the tender. All the documentary proofs to be submitted along with the bid in this regard. Trust reserves the right to cancel the bid / call for clarifications in this regard
- b. During evaluation, Trust at its discretion can ask the bidders for clarifications.
- c. 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 effect the relative ranking of any bidder

17. Opening of Commercial bids: Commercial bids shall be opened only for the vendors whose bids shall be found to be substantially responsive and complying with minimum eligibility criteria. Venue, date and time of opening of the commercial bids shall be intimated, in due course, only to the bidders whose bids are found responsive.

18. Arithmetic errors correction

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

- a. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier bidder does not accept the correction of errors, its bid will be rejected.

- b. If there is discrepancy in the unit price quoted in figures and words, the unit 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.
- c. If the vendor 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.
- d. 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 effect the relative ranking of any bidder

19. No Commitment to Accept Lowest or Any Offer

- a. The Trust reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- b. The Trust will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- c. The bids received and accepted will be evaluated by the Trust to ascertain the best and lowest bid in the interest of the Trust. However, the Trust does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Trust reserves the right to re-tender.

20. Conditional Bids

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

21. Delivery Schedule: The contracted vendor shall ensure that the onsite support arrangement starts within 2 weeks from the date of issue of Work Order.

22. Location: The onsite support arrangement should be made available at the address mentioned below:

CGTMSE
7th Floor, MSME Development Center, C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051

In case of shifting of CGTMSE premises, the vendor should provide support from the new location.

23. **Penalty for Default in Services:** If the vendor fails to start the onsite support within stipulated time, CGTMSE will impose a penalty of 1% of the order value for each week's delay or part thereof, subject to maximum of 10% of value of the work order. In case the delay exceeds five weeks, CGTMSE reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received from the vendor shall be forfeited. Penalty for non-compliance of SLA is mentioned separately in this document.
24. **Stand-by arrangement:** Wherein any member of the vendor's team is absent from duties, the vendor will arrange for a suitable stand-by.
25. **Force Majeure:** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of nonperformance and when removed the party shall continue performance with utmost dispatch.
26. **Arbitration:** In the event of a dispute or difference or difference of any nature whatsoever between the vendor and CGTMSE during the course of the assignment arising as a result of this order, the same will be referred for arbitration to a Board of arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise two arbitrators and an umpire. Vendor and CGTMSE will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at a place mutually decided by Vendor and CGTMSE.
27. **Contact Information:** For any clarifications vendor may contact
Shri S S Bakshi,
General Manager,
CGTMSE,
7th Floor, MSME Development Centre,
C-11, G Block, BKC,
Mumbai - 400051

Annexure – III

1. Brief details about CGTMSE

To encourage commercial banks to move away from a security oriented approach and provide collateral free credit facility to micro and small enterprises, the Government of India jointly with Small Industries Development Bank of India (SIDBI) set up a credit guarantee organisation, Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) (Trust) in the year 2000. CGTMSE operates the "Credit Guarantee Scheme" (CGS) which facilitates provision of collateral free and third party guarantee free credit facilities to units in the micro and small enterprises sector. In addition to CGS, CGTMSE operates other variants of the scheme like Risk Sharing Facility (RSF) and is considering introduction of more Credit Guarantee Scheme(s).

The Trust is responsible for effective management of the credit guarantee fund and ensuring that the Trust operates on a financially sustainable basis. The Trust also has the responsibility to propagate the scheme amongst leading bankers and also micro and small enterprises.

2. IT Setup

CGTMSE has 3 Windows 2008 servers. Two servers are located at Internet Data Centre (IDC). One of these servers acts as Internet application/Database server/ Mail server. Internet users login to this server and perform their operations like applying for guarantee, updation of data, generating reports, etc. The server is loaded with Lotus Domino R8.5 as mailing solution.

The second server acts as Intranet application/ Database server for Internal users. All the business operations of CGTMSE users are performed on this server.

The third server installed at CGTMSE acts as domain controller, file server and Tally server. Both IDC and CGTMSE locations are connected using 8 Mbps primary link with a provision for 4 Mbps backup link. CGTMSE users access their mails over VPN.

3. Project Details:

The project is classified into

- Internet
- Intranet

Internet: Internet consists of internet application developed in Java running on JBoss application server with Oracle as database. Internet application is accessed by Member Lending Institutions (MLIs) for application of guarantee, guarantee maintenance, accessing reports and MIS, claim lodgement, allocation of payments

etc. The data saved by MLI is stored in temporary staging area which gets moved to permanent access area after action(s) performed by CGTMSE Users.

Intranet: Intranet consists of intranet application developed in Java running on JBoss application server with Oracle as database. Intranet application is accessed by CGTMSE users for approving applications, claims, guarantee maintenance, accessing reports and MIS and host of various other operations. The data that is saved by CGTMSE are stored in intranet database as well as permanent access area of internet database. Data from temporary staging area of internet database is pulled periodically to intranet database.

4. Scope of Work

The Scope of work includes but not limited to:

- Maintenance of both Intranet and Internet Application package for CGTMSE.
- Implementation of new changes in the application software as and when any new business rules and deployment, logic processes etc. comes into effect.
- Development of new forms & reports of various modules as needed from time to time as required by the Trust.
- Tuning and code changes for optimal performance.
- Module Version Control of both Intranet and Internet Application Software.
- Debugging & fixing of problems arising in the running applications
- System and user documentation of both Intranet and Internet Application
- Hand holding training to the end-users and systems personnel.

5. DETAILED ROLES & RESPONSIBILITIES OF THE BIDDER

- The bidder shall maintain both Intranet and Internet Application so as to ensure its effective day to day operational usage. The job includes support maintenance to the Application related modules.
- The successful bidder shall debug and fix the operational problems, perform error handling while running the Application by users at Sites.
- The successful bidder shall generate additional reports and modify existing reports & queries, as per user's requirement
- The successful bidder shall provide hands-on assistance to the users to resolve any operational doubts as and when needed while the Application is in operation.
- The successful bidder shall designate one of the onsite resource as Team Lead who will be single point contact for day-to-day maintenance and management of the applications.
- Project Management: The successful bidder shall nominate one Off-site Project Manager for CGTMSE. The Project manager shall visit CGTMSE once every fort-night and as-and-when required for periodic review of the project. Similarly Customer shall identify Project Manager for his side separately. The responsibility of the Project Manager of either side is to review the ongoing

and uniform operation of the Application at Sites and to permit SOFTWARE changes subject to written approval of competent authority and to record all relevant MIS data related for smooth operation of the Application at Sites. Status of the project shall be reviewed by the management once a month with respective Project Manager of either side and shall be recorded.

- The successful bidder will be responsible for data integrity. The successful bidder will also identify the type & nature of data error and reports will be handed over to concerned users for correction and resubmission. Data to be corrected upon confirmation from the user(s).
- Any Interface Software routines by which data is populated from other System to this Application Software, the successful bidder shall provide the support maintenance to the Interface as long as it is compatible with the database structure of this Application Software.
- The successful Bidder shall document all the changes incorporated in the application software and also improves the documentation of existing user / system reference manuals of different modules wherever it is necessary and possible.
- The successful bidder and its manpower deployed and involved in support maintenance of the Application System shall maintain confidentiality of data, logic or any other matters related to the Trust on their part.
- The work of maintenance / development will be carried out on the basis of PR (problem report) to be issued by the members of the core team of CGTMSE. The job assigned will be marked as minor/ normal or major as per mutual discussion. The minor problems will be attended in two days. The normal problems will be attended in one week's time and the time frame for the major problems will be finalized with mutual discussion. The time frame once finalized will be binding on the development team.
- The software engineers must have knowledge and working experience of J2EE, expertise in JAVA/ PLSQL programming. They should be well conversant with J Developers, JBoss, Forms & Report Builder, and Toad, Deployment of Web application on Oracle platform, Database server / application server and system OS level knowledge.
- The developer's team as appointed by the vendor will observe CGTMSE duty hours and calendar of holidays. However, in exceptional cases, the developer's team will have to work beyond normal working hours as well as on holidays.
- The software engineers engaged for the maintenance support will be required to learn the details of Intranet and Internet application for initial four weeks period. During this learning period they will be assisted by the CGTMSE core team members to understand the application. The actual maintenance support for the same will start after the learning period is over. The time spent during learning period will not be charged to the Trust.

- The service provider will provide the bio data of the software engineers engaged for the maintenance support for screening. If any specific work could not be completed due to poor manpower quality, at the time of review, the service provider will provide a suitable substitute, if required. Any change of software engineer during the period of contract should be done only with the prior consent of Trust,. For whatsoever reason provided the target for schedule of work not suffered.
- The service provider will not have the right to use/ reproduce all the software in whatsoever manner even after the end of this contract.
- The service provider shall be responsible to ensure that all the persons employed by them in execution of the work in connection with the execution of this contract shall not describe to any third party, without prior permission, any information furnished to them by the Trust or which may be necessary in carrying out their obligation under this contract and shall treat all such information as confidential.
- The service provider shall warrant absolute satisfactory performance of the system component developed and delivered in terms of contract during the validity period of contract. The service provider shall extend full operational support in respect of such system component during the warranty period and shall undertake to remove all bugs that may be noticed during this period.
- At the end of the contract period, the service provider shall provide the soft copy of source code and the details of new program developed within the scope of work / changes in the existing program, their function, flow charts and operational procedure.

Classification of activities:

- Maintenance
- Bug fixing
- Enhancement/Modification
- Optimization
- Data validation/correction
- Documentation
- Reports & MIS
- Training

Maintenance: The vendor should maintain both intranet and internet applications including database(s). The source code of the project will remain property of CGTMSE.

Bug fixing: The vendor will remove the bugs that are already identified/ will be identified during the contract period. The list of already identified bugs shall be shared at the time of start of contract.

Enhancement/ Modification. The vendor will enhance/ modify the existing code as per changes in requirements/ change in business rules/ as and when required by the Trust.

Optimization: The vendor will review the existing code and modify so as to increase the efficiency of the application. A detailed report of proposed changes and risks involved along with the implications will be handed over to the Trust and approval will be sought before making necessary changes.

Data validation/ correction: During the tenure of the contract, as and when required, the vendor would perform data validation/ correction to enable smooth operations of the Trust. The successful bidder will be responsible for data integrity. The successful bidder will also identify the type & nature of data error and reports will be handed over to concerned users for correction and resubmission.

Documentation: The vendor would prepare a detailed user document, administration document for the software and also incorporate any changes made during the tenure of the contract in the documents.

Reports & MIS: The vendor would generate reports based on user requirements from the data available in the database.

Training: The vendor would train the users in the newly developed modules as and when required/released. The successful bidder shall provide hands-on assistance to the users to resolve any operational doubts as and when needed while the Application is in operation.

Vendor should maintain the application software by versioning and maintaining tracks of all the changes made to the software. At the end of the contract period, the vendor would hand over the code along with all the versions to the Trust.

In addition, the vendor is expected to appraise and advise the Trust of current trends and best practices in the market in relation to the application software and components being used by CGTMSE. The Trust is in the process of development and deployment of various modules for its operations. Deployment of modules developed in Oracle Forms and Reports is in process. The vendor is expected to provide support for these modules also. Any Interface Software routines by which data is populated from other System to this Application Software, the successful bidder shall provide the support maintenance to the Interface as long as it is compatible with the database structure of this Application Software.

Annexure – IV

Special Terms and Conditions

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 1.1.** “Trust” means Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE);
- 1.2.** “The Contract” means the agreement entered into between the Trust, represented by its Office and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.3.** “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 1.4.** “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Trust under the Contract;
- 1.5.** “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 1.6.** “TCC” means the Terms and Conditions of Contract contained in this section;
- 1.7.** “The Supplier” or “the Vendor” means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- 1.8.** “The Project Site” means various Offices/Branches/Administrative offices of the Trust.

2. Use of Contract Documents and Information

- 2.1.** The Supplier shall not, without the Trust’s prior written consent, disclose the Contract, or furnish any provision thereof, or any specification, plan, drawing, pattern, sample or information, website contents, applications furnished by or on behalf of the Trust in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 2.2.** The Supplier will treat as confidential all data and information about the Trust, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Trust.

3. Subcontracts

- 3.1. The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract, except with the Trust's prior written consent.
- 3.2. The Supplier shall notify and obtain concurrence from the Trust in writing of all subcontracts/ Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 3.3. Subcontracts / Franchisees must comply with the provisions of TCC.

4. Governing language

- 4.1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- 4.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

5. Commercial Terms

- 5.1. All Payments will be made to the bidder in Indian rupee only.
- 5.2. The Bidder must accept the payment terms proposed by the Trust. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Trust. Any deviation from the proposed payment terms would not be accepted. The Trust shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Trust.
- 5.3. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.

6. Applicable laws

- 6.1. The Contract shall be interpreted in accordance with the laws prevalent in India.
- 6.2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Trust about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Trust and its employees/ officers/ staff/ personnel/

representatives/ agents from any failure or omission on its part to do so 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.

6.3. Compliance in obtaining approvals/ permissions/ licenses: 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/ staff/ 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.

7. Patent Rights

7.1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Trust is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. Trust will give notice to the Supplier of such claim, if it is made, without delay.

8. Pre bid queries

Clarification sought by bidder should be in writing (Letter/E-mail/FAX etc) and submitted latest by the time mentioned in bid information sheet.

The text of the questions raised (without identifying the source of enquiry) and the response given by the Trust, together with amendment to the bidding document, if any, will be intimated latest by _____. No individual clarifications will be sent to the bidders. It is responsibility of bidder to check the clarifications before final submission of bids.

9. Force majeure

9.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or

regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything herebefore contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

9.2. If a Force Majeure situation arises, the Bidder shall promptly notify the Trust in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Trust in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. Termination

10.1. The Trust may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Trust.

10.2. The Trust reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- ✓ Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- ✓ Delay in offering services
- ✓ Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;

In addition to the cancellation of purchase contract, the Trust reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

11. Resolution of Disputes

It will be the Trust's endeavour to resolve amicably any disputes or differences that may arise between the Trust and the Bidder from misconstruing the meaning and operation of the RfP and the breach that may result.

In case of Dispute or difference arising between the Trust and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or

difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Trust and the Supplier OR, in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Trust or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

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;

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

12. Service Level Agreement:

The aim of this agreement is to provide a basis for close co-operation between *CGTMSE* and *the Successful Bidder*, for services to be provided to *CGTMSE*, thereby ensuring that timely and efficient support services are available to *CGTMSE* and its end-users. The objectives of this agreement are detailed below in Section 5.2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

12.1. Service Level Definition:

Depending on the criticality and severity of calls, service levels are defined as follows:

Severity Level	Severity Type	Definition
S1	Critical Problems	A problem that affects entire Trust or >= 80% of the users of the Trust e.g. Non availability of application/Services, Database down etc. A problem which effects more than one department's work. A problem by Member Lending Institution in accessing application.
S2	Major Problems	A problem that affects a particular department/section.
S3	Moderate Problems	A problem that affects a typical user group e.g. Non availability/failure of any module etc.
S4	Minor Problem	A problem that affects a typical user.

12.2. Service Level Target:

Following table defines Service Level Targets for Response and Resolution time.

Severity Level	Response Time	Resolution Time	Calculation Window
S1	10 min	40 min	Monthly
S2	15 min	45 min	
S3	20 min	60 min	
S4	20 min	90 min	

For enhancement/Modification, the service level targets would be as under:

Severity Level	Response Time	Resolution Time	Calculation Window
S4	1 day	5 days	Monthly
S3	1 day	3 days	
S2	1 Hrs	2 days	
S1	4 Hrs	1 day	

12.3. Service Level Compliance:

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

Severity Level	Required Compliance Level	
	Response time	Resolution time
S1	97%	98%
S2	96%	97%
S3	94%	96%
S4	94%	96%

12.4. Measurement Metrics

Actual Response and Resolution time will be measured as follows:

$$\text{Response time (\%)} = \frac{\text{Calls attended within stipulated response time}}{\text{Total number of calls received in the month}} \times 100$$

$$\text{Resolution time (\%)} = \frac{\text{Calls closed within stipulated resolution time}}{\text{Total number of calls received in the month}} \times 100$$

12.5. Penalty Calculation

1. Actual vs targeted compliance level for each of the respective service areas will be measured separately in every month.
2. Monthly shortfall in achieving SLA compliance, if any, for the respective service areas shall be aggregated for the quarter.
3. Penalty for the quarter will be calculated as :
Penalty amount = Penalty (%) x Total services Cost for respective service area for the quarter.
4. Applicable Penalty (%) would be as under:

Shortfall in SLA Target/Compliance by	Penalty (%)
<= 1 %	1
> 1% and <= 3 %	3
> 3% and <= 5 %	5
> 5% and <= 6 %	6
> 6% and <= 8 %	8
> 8% and <= 10 %	10

5. Downtime of services on holidays or scheduled downtime will not be considered for calculation of uptime and penalty.

13. Human Resources

Although this project is SLA based, the bidder is required to maintain a minimum level of resources throughout the contract period. The service provider shall deploy manpower resources as per staffing requirement prescribed in this document. Service provider shall ensure the availability of resources as per defined Service Window for each resource category.

Monthly applicable penalties in the event of default of respective manpower resources would be as under:

- a) **Leave of absence:** Each on-site resource shall be granted a maximum up to 01 (One) day leave per month.
- b) Any absence beyond the prescribed leave of absence shall attract a penalty as under in case no substitute is arranged by the Service Provider as per defined requirement:

Resource Category	Allowed leave of absence per month	Penalty beyond leave of absence
Program Manager	01 day	<ul style="list-style-type: none"> • Penalty would be deducted proportionately* per month per resource.
Development Resource	01 day	

* As per the category of Onsite Resource (as indicated in commercial bid), proportionate amount would be considered for calculation of penalty.

Qualification and experience of the resource:

Sr. No	Resource Category	Qualification & Experience
1	Development Resource	B.E./B.Tech/MCA with a minimum of 2 years of experience in live java & Oracle projects. Atleast one of the development resource should be well versed with SQL/PLSQL to generate reports from the database as and when required.
2	Program Manager	B.E./B.Tech/MCA + Professional qualification in project management with a minimum of 8 years of experience in managing projects out of which 2 years should be in live java & Oracle projects. Project Manager should have managed more than 2 BSFI projects earlier.

Continuity of Resources:

- Successful bidder is required to take utmost care in identifying the resources to be deployed at CGTMSE location as the resources deployed should continue in the project for long time and should not leave the project in short period
- Resources deployed at CGTMSE site, should not be removed from the site by the vendor without written approval from CGTMSE. If any resource to be replaced from CGTMSE location, a request / advance notice of 15 days to be given to CGTMSE. Only after approval from CGTMSE, resources can be replaced.
- In case, all on-site resources to be replaced at a time, the following to be ensured by the successful bidder:
 - a request / advance notice of 30 days to be given to CGTMSE. Only after approval from CGTMSE, resources can be replaced.
 - New resources (who will replace the existing resources) to be deployed at CGTMSE location at least 10 days before the date of relieving of existing resources. i.e. a transition period of 10 days is required. No additional payment will be made by CGTMSE for this purpose.
- No additional resources should be deputed at CGTMSE location without written approval from CGTMSE.

Experience of resources:

Development Resources:

- Resources to be provided to CGTMSE should have minimum qualification of B. Tech / M.C.A. 1 Development resource should have a minimum of 4 years of experience. Other development resource(s) should have atleast 2 years of experience.
- The Development resources to be deployed must have knowledge and working experience in JAVA programming. Also they should be well conversant with Java 1.4 or above, Struts 1.1 or above, JSP, Oracle 10g or above, CSS, Java Script, JDBC, Ajax and XML. Before deploying those resources at CGTMSE location, successful bidder should declare and provide
 - Experience certificates of the resources
 - Bio-data of the resource as a proof of the work experience as mentioned above

CGTMSE will evaluate the Bio-data / resource for selection before deployment. After confirmation from CGTMSE, selected resources may be deployed.

Project Manager:

- 1 resource to be identified for CGTMSE as a Project Manager should have a minimum qualification of B.Tech / M.C.A and have minimum experience of 8 years
- Identified Project Manager should have managed more than 2 BSFI projects earlier. At the start of the project, successful bidder should declare and provide
 - Experience certificates of the Project Manager
 - Bio-data of the Project Manager as a proof of the work experience as mentioned above

CGTMSE will evaluate the Bio-data / resource for selection of the Project Manager. After confirmation from CGTMSE, selected resource may be identified as Project Manager.

Working Days / Hours:

- Atleast one of the development resource is to be available on Saturday.
- Resources provided to CGTMSE should be ready to work in staggered duty hours (like one resource timing may be between 09:30AM to 06:30PM and other resource timing may be 11:30AM to 08:30PM). Duty hours will be finalised at the start of the project and may be changed in between as per the requirement of the Trust.
- In exceptional cases, the team will have to work beyond normal working hours as well as on holidays.

Holidays:

As per the industry practice, successful bidder is required to identify (at most) 10 holidays per year and advise list of holidays to CGTMSE. Those identified days would be considered as holidays for on-site resources. In exceptional cases, the team will have to work beyond normal working hours as well as on holidays.

Responsibilities of Project Manager:

- Project Manager is required to steer the project with respect to Project Plan, Schedules, Resource Management, providing weekly / monthly project report, Review of pending / on-going / future tasks.
- To ensure KRAs (Key Responsibility Area) of Project Manager are complied.

Call escalation Matrix:

Successful bidder is required to submit the call escalation matrix (from level1 to level3) with name, designation, mail ID, telephone No, Mobile No. in the following format.

SNo	Level	Name	Designation	Mail ID	Telephone No	Mobile No.
1	Level1		Project Manager			
2	Level2					
3	Level3					

Annexure – V

Minimum Eligibility Criteria

The bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

SNo	Criteria	Proof to be Submitted
1	The bidder should be a registered company incorporated in India, registered under Company act 1956.	Copy of registration certificate to be enclosed.
2	The company should have architected / implemented / maintained at least three (3) large-scale, J2EE-based web enabled projects (order value of ₹ 25 Lakh or above) during last 3 years out of which at least one (1) project to be of Banking / Financial / Insurance sector as on 31.03.2012. (ie., one project should be under implementation / under maintenance as on 31.03.2012)	Proof of same to be attached by way of Purchase Order or Project Completion Certificate from the customer by mentioning the time frame clearly Project Details & References from the companies to be provided in the format mentioned below
3	The company must have minimum annual turnover of Rs. 5 Crore over the last 3 financial years	Supporting the fact the bidder should furnish auditor's/CA certificate for last three years ending March' 2012.
4	The company should have been positive networth and cash profit [ie., no cash loss] (PAT) for atleast 2 years out of the last 3 financial years	Audited Balance sheet to be submitted
5	Should be in existence for three years as on 31.03.2012 in software development field	Certificate of Incorporation/CA Certificate to be furnished
6	The bidder must have a currently valid Sales Tax / VAT / Service tax registration certificate and PAN number.	Copies of Sales Tax / VAT / Service tax / PAN to be enclosed.
7	The company should be certified at minimum SEI CMM Level 5/ ISO 9001	Copy of the same is to be attached
8	Minimum 30 technical staff should be there in company payroll out of which minimum 10 technical staff should already providing similar support.	Declaration by the company. Bidder should also submit of Bio-data of 8 resources (for both On-site resources and Project Manager for selection by CGTMSE in the format mentioned below.
9	The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body.	Declaration by the company

Note: Proposals of bidders who do not fulfill the above criteria or who fail to submit any documentary evidence (as per the formats mentioned) thereon would be rejected.

Format for Details of three (3) large-scale, J2EE-based web enabled Projects:

SNo	Client Name and Location	Name of the Project	Project Start and End Date	Scope / Description of the Project	Order Value (in ₹ Lakhs)	Technology

Format for One (1) project to be of Banking / Financial / Insurance sector:

SNo	Client Name and Location	Name of the Project	Project Start and End Date	Scope / Description of the Project	Order Value (in ₹ Lakhs)	Technology

Format for Reference Details:

SNo	Name of the Client	Reference Person Name	Designation	Address	E-Mail	Telephone & Mobile No.

Bio-Data should include:

a) For On-site Resource:

At least 8 bio-data with minimum qualification of B.Tech/MCA and with minimum experience of 2 / 4 years should be attached along with Bid forwarding Letter.

Bio-data should include the following details.

- 1) Name of the Resource
- 2) Designation
- 3) Qualification
- 4) Total Work Experience
- 5) Work Experience in the present company:
- 6) Work experience in Java Projects:
- 7) Application presently working
- 8) Certifications if any
- 9) Experience in the following: (Yes/No) Technologies:

- a) Java 1.4 or above
- b) Struts 1.1 or above
- c) Hibernate 3 or above
- d) Oracle 10g or above
- e) CSS
- f) JSP
- g) Java Script
- h) JDBC
- i) Ajax
- j) XML

a) For Project Manager Resource:

At least 4 bio-data's with minimum qualification of B.Tech/MCA and with minimum experience of 8 years should be attached along with Bid forwarding Letter.

Bio-data should include the following details.

- 1) Name of the Resource
- 2) Designation
- 3) Qualification
- 4) Total Work Experience
- 5) Work Experience in the present company
- 6) Work experience in Java Projects:
- 7) Project Management Skills
- 8) Certifications if any (PMP) in Project Management
- 9) Details of Projects presently handling and their technologies
- 10) Experience in managing the applications having the following Technologies:
 - a) Java 1.4 or above
 - b) Struts 1.1 or above
 - c) Hibernate 3 or above
 - d) Oracle 10g or above
 - e) JSP
 - f) CSS
 - g) Java Script
 - h) JDBC
 - i) Ajax
 - j) XML

Annexure – VI

Commercial Bid

RfP – Maintenance and Management of Application software(s) with bug fixing, enhancement, modification and documentation

Amount in Rupees

S.N.	Item	Man month cost [A]	No. Of persons [B]	Total Cost [C=AXB]
1.	Development Resource		3	
2.	Offsite Project Manager		1	
Total Cost [i]				

Note: Bidders are requested to note the following:

- Cost should be inclusive of all taxes at current rate, and will be used to arrive at L1 vendor.
- TDS will be deducted as per rules applicable.
- In case of any deviation in general terms and conditions, bids would be liable for rejection.
- CGTMSE reserves the right to increase/decrease the number of development resources during the tenure of the contract. Vendor should provide the resources as per quoted man month cost.
- Initial contract would be for 1 Development resource with 4 years of experience, 2 Development resource with 2 years of experience and one offsite project manager.

Date
Place

Signature of Authorised Signatory ...
Name of the Authorised Signatory ...
Designation ...
Name of the Organisation ...
Seal ...

Annexure – VII

Forwarding Letter

(To be submitted on company's letter head)

To:

The Chief Executive Officer
CGTMSE,
7th Floor, MSME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051

Dear Sir,

Sub: Tender No _____ Dated _____

This is in reference to your above mentioned tender for Maintenance and Management of Application Software(s) with bug fixing, enhancement, modification and documentation. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents as mentioned under Sr. No. ___ of Annexure II.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that CGTMSE reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:...../...../2013

Authorised Signatory.

Name:

Designation:
Organization Seal

Bid Forwarding Letter - Compliance to Minimum Eligibility Criteria

SNo	Minimum Eligibility Criteria	Bidders Response	Complied (Yes/No) Should not be left blank	List of Supporting Documents for compliance
1	The bidder should be a registered company incorporated in India, registered under Company act 1956.			
2	The company should have architected / implemented / maintained at least three (3) large-scale, J2EE-based web enabled projects (order value of ₹ 25 Lakh or above) during last 3 years out of which at least one (1) project to be of Banking / Financial / Insurance sector as on 31.03.2012. (ie., one project should be under implementation / under maintenance as on 31.03.2012)			
3	The company must have minimum annual turnover of Rs. 5 Crore over the last 3 financial years			
4	The company should have been positive networth and cash profit [ie., no cash loss] (PAT) for atleast 2 years out of the last 3 financial years			
5	Should be in existence for three years as on 31.03.2012 in software development field			
6	The bidder must have a currently valid Sales Tax / VAT / Service tax registration certificate and PAN number.			
7	The company should be certified at minimum SEI CMM Level 5/ ISO 9001			
8	Minimum 30 technical staff should be there in company payroll out of which minimum 10 technical staff should already providing similar support.			
9	The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body.			

Annexure – VIII

Performance Guarantee Format

(Sample Format)

TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE
APPROPRIATE
VALUE

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) established by Government of India and SIDBI having registered office at 7th Floor, SME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai – 400 051 (hereinafter called the Trust) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. _____ (Rupees _____ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. _____ dated _____ made between the vendor and the Trust for providing services for CGTMSE's 'Project Details' hereinafter called "the said Agreement").

1. We, Bank (Bank Name and Details), do hereby undertake to indemnify and keep indemnified the Trust to the extent of Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the Trust during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Trust shall be final and conclusive.

2.

2. And we Bank (Bank Name and Details), do hereby guarantee and undertake to pay forthwith on demand to the Trust such sum not exceeding the said sum of Rs. _____ (Rupees _____ only) only as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the 'Project Details' placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Trust to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to the said Agreement.

3. We, Bank (Bank Name and Details), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto _____, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the Trust to the vendor during the warranty period have been made good to the satisfaction of Trust & the Trust or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e. _____, whichever is earlier.

4. We, Bank (Bank Name and Details), may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.

5. The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 3 months from _____, i.e. on or before _____, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.

6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Vendor.

7. The executant has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorising them to execute this guarantee.

Notwithstanding anything contained here in above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____. Our liability hereunder is conditional upon your lodging a demand or claim with Bank (Bank Name and Details) on or before _____. Unless a demand or claim is lodged with Bank (Bank Name and Details) within the aforesaid time, 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. All claims under this guarantee will be made payable at Bank (Bank Name and Details). This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled

or at its expiry, whichever is earlier. We, Bank (Bank Name and Details) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Trust in writing.

In witness where of we have set and subscribed our hand and seal thisday of2013.

SIGNED, SEALED AND DELIVERED.

BY

AT

Annexure – IX

Proforma of Indemnity

This is to certify that M/s _____ Who have been providing services _____ to CGTMSE, Mumbai, vide order no _____ dated _____ 2013 have all required rights for the supply of the software. The software supplied by us is legal/ licensed copies.

Further, M/s _____ is willing to indemnify CGTMSE against any claims due to violation of any patents and copyrights for the software sold under licensing agreement from us. The above indemnity is limited to the software supplied by M/s _____ only.

For M/s _____
Signature with seal, name, designation and date

Annexure – X

Power of Attorney

(To be executed on non-judicial stamp paper)

BY THIS POWER OF ATTORNEY executed on _____, 2013, 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 ‘Request for proposal **<Tender No.> dated <Tender Date>** for Maintenance, Support and Enhancement of Application Software and to attend meetings and hold discussions on behalf of the Company with CGTMSE in this regard.

THE COMPANY DO 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

WITNESS:

Signature of _____

Attested

Annexure - XI

EMD / PERFORMANCE SECURITY FORM

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)

WHEREAS (Name of Vendor) (hereinafter called the "the Vendor") has undertaken, in pursuance of Request for Proposal (RFP) No. Dated20.... to supply (description of Products and Services) (herein after called the "the RFP") to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered office at ---- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of Rs. ----- (Rs. ----- only) on behalf of the Vendor .

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during it's currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to CGTMSE without any demur or protest, merely on demand from CGTMSE, an amount not exceeding Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated --- by vendor. We hereby agree that the decision of the CGTMSE regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to CGTMSE a sum not exceeding ₹...../-. (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ₹...../-. (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

- (i) any time or waiver granted to the vendor;

- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;

(iv) any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;

(v) any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;

(vi) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;

(vii) any change in constitution of the vendor;

(vii) any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

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Date.....

Address

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