

**NATIONAL CREDIT GUARANTEE TRUSTEE COMPANY**

**LTD.**

**[MINISTRY OF FINANCE, GOVERNMENT OF INDIA]**



# Request for Proposal For Application S/w Maintenance, Support and Managed Services For NCGTC

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**Tender Number: RFP No. NCGTC/2020-21/IT/01 dated 03/11/2020**

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## Table of Contents

### Contents

Section A - Invitation to Bid .....	6
1.    Invitation of Bid.....	6
Section B - Instructions to Bidders .....	9
2.    About NCGTC.....	9
3.    Purpose of RFP.....	9
4.    Interchanging Terms Used in the document .....	9
5.    Consortium / Joint Venture / Sub-Contracting.....	10
6.    Disclaimer .....	10
7.    No Legal Relationship.....	10
8.    Recipient Obligation to inform itself.....	10
9.    Language of Bids .....	10
10.   Erasures or Alterations.....	10
11.   Signing of Bid .....	10
12.   Terms and conditions of the Bidder .....	11
13.   Acceptance of Selection Process & Terms .....	11
14.   Clarification of RFP Document.....	11
15.   Pre-Bid Conference .....	12
16.   Amendment of RFP Document.....	12
17.   Bid Security / Earnest Money deposit (EMD) .....	12
18.   Cost of Bid Preparation and Submission .....	13
19.   Discount and Alternative Offers .....	13
20.   Bid Prices .....	14
21.   Fixed Price & Currency .....	14
22.   Rate Contract.....	14
23.   Procedure for Submission of Bids.....	14
24.   Contents of Bids.....	16
25.   Rejection& Disqualification .....	17
26.   Eligibility for bidders .....	17
27.   Evaluation of Offers .....	21

28.	No Commitment to Accept Lowest or Any Tender .....	21
29.	Evaluation Methodology .....	21
30.	Technical Inspection and Performance Evaluation.....	25
31.	Notification of Award and Signing of Contract.....	26
32.	Errors and Omissions .....	26
33.	Confidentiality .....	26
Section C - Scope of Work.....		27
35.	Project Detail .....	27
35.2.	Project Scope .....	27
35.3.	Brief on SURGE Applications and related modules.....	29
35.4.	Brief on Server Infrastructure and Tech Stack.....	30
35.5.	Work Parameters forming part of Scope of Work.....	31
35.5.1	Application Maintenance and Support Services:.....	31
35.5.2	Services during transition period:.....	32
Section D - Terms and Conditions .....		40
36.1	General .....	40
36.2	Commercial Bid.....	42
36.3	Service Delivery .....	42
36.4	Rules for Responding to the RFP .....	42
36.5	Sub-contracting .....	45
36.6	Amendment to the bidding document .....	45
36.7	Bid Security and Performance Guarantee.....	45
36.8	Service Level Agreements (SLAs) .....	47
36.9	Penalty Clauses for services .....	49
36.10	Payment Terms .....	50
36.11	Termination Clause.....	50
36.12	Payment in case of Termination of contract .....	50
36.13	Insurance .....	51
36.14	Rules for Evaluation of Responses .....	51
36.15	Corrupt and fraudulent practice.....	52
36.16	Waiver .....	52

36.17	Violation of terms .....	52
36.18	Confidentiality .....	52
36.19	IPR Infringement .....	52
36.20	Limitation of liability .....	53
36.21	Rights to Visit .....	53
36.22	Audit.....	53
36.23	Compliance with Statutory and Regulatory Provisions .....	53
36.24	Taxes and Duties .....	53
36.25	Right of Publicity .....	54
36.26	Resolution of Dispute .....	54
36.27	Force Majeure.....	54
36.28	NDA (Non-Disclosure Agreement), conflict of interest, non-solicitation and Non-compete .....	55
36.29	Pre Contract Integrity Pact (IP) & Independent External Monitor (IEM) .....	56
36.30	Indemnity .....	56
36.31	Public Procurement Policy on Micro and Small Enterprises (MSEs) .....	57
Annexure – I. Bid Covering Letter.....		58
Annexure – II. Minimum Eligibility Criteria .....		60
Annexure – III. Commercial Bid.....		62
Annexure – IV. Declaration Regarding Clean Track Record .....		64
Annexure – V. Statement of Deviations .....		65
Annexure –VI. Letter of Competence .....		66
Annexure – VII. Power of Attorney .....		67
Annexure – VIII. Performance Bank Guarantee .....		68
Annexure – IX. Letter of Conformity.....		71
Annexure – X.EMD / Performance Security Form.....		72
Annexure – XI. Non-Disclosure Agreement .....		74
Annexure – XII. Bank Mandate Form.....		75
Annexure – XIII. Support Escalation Matrix .....		77
Annexure – XIV. Pre-contract Integrity Pact .....		78
Appendix to Annexure-II. Resource Deployment and Service Delivery Plan.....		84
Annexure: XV. Technical Bid .....		85

Annexure XVI. Indicative List of Modules and Sub-Modules ..... 86

## Section A - Invitation to Bid

### 1. Invitation of Bid

National Credit Guarantee Trustee Company Ltd. [A wholly owned company of Department of Financial Services, Government of India] (hereafter also referred as NCGTC) is issuing this Request for Proposal for Application S/w Maintenance, Support and Managed Services for NCGTC to publicly invite eligible and reputed bidders, for Information Technology related services, solutions.

#### a) Schedule for Invitation to Bid:

Name of the Purchaser	National Credit Guarantee Trustee Company Ltd.
Name, address and Email ID of the contact person for any clarification	Head IT Operations, NCGTC, Swavalamban Bhavan, 6 <sup>th</sup> Floor, C-11, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051 Mail: <a href="mailto:vijayrajb@ncgtc.in">vijayrajb@ncgtc.in</a> ; <a href="mailto:manishk@ncgtc.in">manishk@ncgtc.in</a> Tel: (022) 67531258
Address of NCGTC, Mumbai for Pre-Bid Meeting, Bid Submission and Bid Opening	Deputy General Manager, NCGTC, Swavalamban Bhavan, 6 <sup>th</sup> Floor, C-11, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051 Mail: <a href="mailto:manishk@ncgtc.in">manishk@ncgtc.in</a> ; <a href="mailto:vijayrajb@ncgtc.in">vijayrajb@ncgtc.in</a> ; Tel: (022) 67531291

#### b) Time Schedule of Tendering:

Release/Issue of RFP document	Nov 03, 2020
Last date for submission of written queries for clarifications on RFP document	Nov 09, 2020 by 13:00 Hours
Pre-Bid meeting Date and time	Nov 10, 2020, 15:00 Hours
Last date and time for submission of Bid	Nov 24, 2020, 18:00 Hours
Date and Time of opening of Minimum Eligibility Criteria & Technical Bid	Nov 25, 2020, 15:00 Hours
Date of presentation to be made by bidders qualifying the Minimum Eligibility Criteria	Dec 01, 2020, 11:00 Hours onwards
Date and Time of opening of Commercial Bids of the bidders who qualify under Technical Bid Criteria	To be advised subsequently to the bidders who qualify in Technical Bidding process

Interested bidders shall pay **Rs. 1000/- (Rupees One Thousand Only)** by way of a Demand Draft of any Nationalized/Scheduled Bank drawn in favor of the National Credit Guarantee Trustee Company Ltd.,

payable at Mumbai towards non-refundable Bid Price (cost of this RFP document). Interested bidders can download the RFP document from the Central Public Procurement Portal (CPPP) of the Government of India i.e. <http://eprocure.gov.in/epublish/app> and NCGTC website i.e. [www.ncgtc.in](http://www.ncgtc.in)

- c)** However, MSEs (Micro and Small Enterprises), as defined by the MSMED Act, 2006 will be exempt from the Bid Price. Such vendors will have to submit MSE registration certificate for availing Bid Price exemption
- d)** The response to the bid shall be valid for the period of six months from the last date of submission of Bids.
- e)** Bid shall be submitted fully in accordance with the requirements of the Terms and Conditions as mentioned in the RFP Document. Bids without cost of RFP document, Earnest Money Deposit and other required documents specified in the RFP Document and which do not fulfill all or any of the condition prescribed in the RFP Document or which are incomplete in any respect, is liable to be rejected.
- f)** The bids will be opened on the scheduled date and time even in case of absence of the bidder.
- g)** RFP Document should be read in consonance with any Addendum that may be issued with the RFP document. The bidder is required to read the RFP document and the Addendum/Addenda and would be deemed to be in knowledge of the provisions of both the document and the Addendum/Addenda. No claim of any nature whatsoever shall be entertained in this regard.
- h)** National Credit Guarantee Trustee Company Ltd. reserves the right not to proceed with the project at any stage or to alter the time-schedule or to change the process or procedure to be applied for the project.
- i)** National Credit Guarantee Trustee Company Ltd. reserves the right to reject any or all tenders or cancel the bidding procedure without assigning any reason therefor.

**j) Glossary:**

<b>Acronym</b>	<b>Description</b>
BG	Bank Guarantee
DC	Data Centre
DR	Disaster Recovery
EMD	Earnest Money Deposit
EOI	Expression of Interest
LOI	Letter of Intent
PBG	Performance Bank Guarantee
PO	Purchase Order
RfP	Request for Proposal
TAT	Turn-Around-Time
TTT	Train The Trainer
FAQ	Frequently Asked Questions
SMS	Short Message Service
NCGTC	National Credit Guarantee Trustee Company Limited

## Section B - Instructions to Bidders

### 2. About NCGTC

Subsequent to the Central Budget announcements to set up various credit guarantee funds, a common trustee company in the name and style of National Credit Guarantee Trustee Company Ltd [NCGTC] was set up by the Department of Financial Services, Ministry of Finance, Government of India to, inter alia, act as a common trustee company to manage and operate various credit guarantee trust funds.

NCGTC was incorporated under the Indian Companies Act, 1956 on March 28, 2014 with a paid-up capital of ₹10 crore. Its registered office is at Swavalamban Bhavan, C-11, G-Block, Bandra Kurla Complex, Bandra [East], Mumbai-400051.

Current Trust Funds under the trusteeship management of NCGTC are **1) Credit Guarantee Fund for Skill Development (CGFSD)**, **2) Credit Guarantee Fund for Education loans (CGFEL)**, **3) Credit Guarantee Fund for Factoring (CGFF)**, **4) Credit Guarantee Fund for Micro Units (CGFMU)**, **5) Credit Guarantee Fund for Standup India (CGFSI)**, **6) Credit Guarantee for Emergency Credit Line Guarantee Scheme**

NCGTC shall also manage and operate such other guarantee trust funds as may be decided by the Govt. of India from time to time. Each such guarantee mechanism is fully firewalled from one another.

### 3. Purpose of RFP

- 3.1. The NCGTC intends to issue this bid document, to eligible entities, to participate in the competitive bidding for appointment of a vendor for providing Application S/w Maintenance, Support and Managed Services for NCGTC.
- 3.2. The NCGTC, for this purpose, invites proposals for primarily undertaking inter-alia the activities mentioned under the Project Scope in respect of procuring Application Support and Managed Associated Services for NCGTC.
- 3.3. The proposed Services for existing application maintenance and support as well as future developments should be managed with SLA Driven, Scalable, extensible, Highly configurable, Secure and Very responsive way.

### 4. Interchanging Terms Used in the document

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

‘Trust’ or ‘NCGTC’ means National Credit Guarantee Trustee Company Ltd.

‘Bidder’ means the respondent to the RFP document.

‘RFP’ or ‘Tender’ or ‘Bid document’ means the ‘Request for Proposal document’

‘Bid’ may be referred to as ‘Offer’.

‘Successful Bidder’ refers to the bidder who gets selected by the Trust after completion of evaluation process.

‘Service provider’ means the Bidder selected out of this RFP and contracted to provide the services as per scope of this RfP.

‘DC’ means Data centre, ‘DR’ means disaster recovery site.

‘Authorised Signatory’ of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.

## **5. Consortium / Joint Venture / Sub-Contracting**

- 5.1. A consortium / Joint venture of Companies and Sub-Contracting to any third Party is not allowed to bid for this project.

## **6. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, NCGTC and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NCGTC or any of its officers, employees, contractors, agents, or advisers.

## **7. No Legal Relationship**

No binding legal relationship will exist between any of the bidders and NCGTC until the issues of purchase order / execution of a contractual agreement.

## **8. Recipient Obligation to inform itself**

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.

## **9. Language of Bids**

The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and the NCGTC, shall be in the English language, provided that any printed literature furnished by the bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

## **10. Erasures or Alterations**

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 filled up. Correct technical information of the product and services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The NCGTC may treat offers not adhering to these guidelines as unacceptable.

## **11. Signing of Bid**

- 11.1. The "Bidder" as used in the RFP documents shall mean the one who has signed the Bids. The Bidder may be either the Constituted attorney of the company or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.
- 11.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:

- a) Constituted attorney of the company. OR
- b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company as per “Form - Authorization Letter”

11.3. The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. The Bids shall be duly signed and sealed by an executive officer of the Bidder’s organization. Bid shall be signed by a duly authorized officer executed under seal. The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder The power or authorization letter, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. The NCGTC may out rightly reject any bid not supported by adequate proof of the signatory’s authority

## 12. Terms and conditions of the Bidder

- 12.1. Terms and conditions (General Conditions) of the bidder will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this RFP are not acceptable to any Bidder, bidder should clearly specify deviation in Technical Bid with “Form -Statement of Deviations from Bid Terms and conditions”.
- 12.2. The Bidder shall be deemed to have complied with all clauses in the RFP document under all the sections/chapters of the Bidding document, unless otherwise stated in the deviation statement.

## 13. Acceptance of Selection Process & Terms

- 13.1. Each bidder having responded to this RFP acknowledges having read, understood and accepted the selection & evaluation process mentioned in this RFP document. The bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP
- 13.2. Recipient will, by responding to NCGTC for RFP, be deemed to have accepted the terms as stated in this RFP.

## 14. Clarification of RFP Document

14.1. A prospective Bidder requiring any clarification of the RFP Document may notify the NCGTC at the mailing address of the NCGTC specified in the Tender Notice. The queries must reach to the NCGTC before “Last date for submission of written queries for clarifications on RFP document” as specified in the Time Schedule mentioned in the Tender Notice. The queries must be submitted in Microsoft Excel format as follows:

Sr. No.	Section No.	Clause No.	Page number	Existing Provision in the Clause	Clarification to be Sought	Name of Bidder

- 14.2. The NCGTC will only respond to requests for clarification of the RFP Document received before the date prescribed.

### 15. Pre-Bid Conference

- 15.1. Pre-Bid Conference shall be scheduled on the date and time specified in the Time Schedule as mentioned in the Tender Notice.
- 15.2. In case of any change in the schedule of Pre-Bid conference, the changed schedule shall be notified on the e-tendering portal of Government of India i.e. <http://eprocure.gov.in/epublish/app> and on [www.ncgtc.in](http://www.ncgtc.in)
- 15.3. Pre-Bid meeting will be virtual due to current COVID-19 Pandemic. A maximum of two representatives of each Bidder shall be allowed to participate in the conference. Representatives should produce the Identity Card of representing company for attending the Pre-Bid conference.
- 15.4. During the Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the NCGTC. The NCGTC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 15.5. The point/s, if any, raised by the bidder before the last date of submission of queries for clarification on the RFP document and/or raised by the bidder verbally during the Pre Bid Conference which are accepted by the NCGTC will be made available on the CPPP portal of the Government of India i.e. <http://eprocure.gov.in/epublish/app> and [www.ncgtc.in](http://www.ncgtc.in) and this clarification referred to as "Common Set of Conditions/Deviations" (C.S.D.), shall form part of the RFP Document and which will be common and applicable to all Bidders. The point/s, not finding place in C.S.D. issued after the Pre-Bid Conference, is/or deemed to have been rejected by the NCGTC. No individual correspondence will be made with the Bidder in this regard.

### 16. Amendment of RFP Document

- 16.1. At any time prior to the last date and time for receipt of bids, the NCGTC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by an amendment.
- 16.2. The amendment will be notified on the CPPP portal of the Government of India i.e. <http://eprocure.gov.in/epublish/app> and [www.ncgtc.in](http://www.ncgtc.in) and the same will be binding on the bidders. Bidders must have close watch on CPPP during the intervening period before submitting response to RFP.

### 17. Bid Security / Earnest Money deposit (EMD)

- 17.1. All the bids must be accompanied by a refundable interest free **EMD of Rs. 1,04,000/- (Rupees One Lakh Four Thousand only)** either by Demand Draft drawn in favour of 'NCGTC Ltd', payable at Mumbai. Or by Bank Guarantee. (format of the same is attached with document)
- 17.2. However, MSEs (Micro and Small Enterprises), as defined by the MSMED Act, 2006 will be exempted from the EMD. Such vendors will have to submit MSE registration certificate

- for availing EMD exemption.
- 17.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected, except for 17.2 above.
- 17.4. The Demand Draft or Bank Guarantee should be of any Nationalized/Scheduled only and will be accepted subject to the discretion of the NCGTC.
- 17.5. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:
- a. In case the Bidder withdraws its bid within the validity period of the bid for any reason whatsoever;
  - b. In case the Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
  - c. In case of the successful Bidder, if the bidder fails to sign the contract for any reason whatsoever; or fails to furnish performance bank guarantee.
- 17.6. Besides forfeiting the EMD, the NCGTC may ban the bidder from subsequent bidding, for a period of 3 years.
- 17.7. The EMD in the form of DD will be refunded / in the form of BG will be discharged to the unsuccessful bidders after the happening of any of the following events, whichever is earlier:
- a. Issue of Letter of Intent (LOI)/ Purchase order to selected vendor; OR
  - b. End of the bid validity period including extended period (if any)
- 17.8. Successful bidder will be refunded / discharged the EMD amount / bank Guarantee only after submission of Performance Bank Guarantee as mentioned in the following section.

## **18. Cost of Bid Preparation and Submission**

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

## **19. Discount and Alternative Offers**

- 19.1. The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be considered for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the NCGTC shall avail such discount at the time of award of contract.
- 19.2. Bid offer should, specify the most effective single solution, which is cost-effective and meets the tender specifications, and does not include any alternative.
- 19.3. The prices quoted in the Commercial bid should be without any conditions.
- 19.4. If the price of any item is not quoted, then it will be considered that, the bidder will supply the item at zero prices. However, for the purpose of evaluation, the highest price quoted for such items by any other bidder, will be added notionally to be taken into consideration for evaluation purposes.

## 20. Bid Prices

- 20.1. The Bidder shall prepare the bid based on details provided in the RFP documents. Bidder shall carry out the design and detailed study of the facilities in accordance with the requirements of the RFP document and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP document. If during detailed study any upward revisions of the specifications and sizes given in the RFP document, specifications etc. are to be made to meet the requirements of RFP document, all such changes shall be carried out within the lump sum contract price without any impact to the NCGTC.

## 21. Fixed Price & Currency

- 21.1. The Commercial bid shall be on a fixed price basis, inclusive of all taxes and levies at site. No price variation in future relating to increase in custom duty, excise tax, foreign currency price variation and levy of taxes will be permitted. Applicable / Prevailing taxes at the time of availing services will be paid, accordingly.
- 21.2. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever.
- 21.3. It would be bidder's responsibility to identify and factor cost of each and every commercial item mentioned in this Tender 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) has to provide the services at its own cost.
- 21.4. The Bid Prices shall be indicated in Indian Rupees (INR) only.

## 22. Rate Contract

NCGTC reserves the right to enter into a rate contract with the successful bidder for manpower customized development needs i.e. for enhancements / Change Requests, etc. needs after order has been placed through this tender process. The same technical specifications and terms of Commercial bid shall apply mutatis mutandis to the order placed through the rate contract as specified through this tender.

## 23. Procedure for Submission of Bids

- 23.1. NCGTC shall follow single stage two-envelope bidding System for this bid process.
- 23.2. The bid covering letter along with the minimum eligibility documents as specified at "**Table: Minimum Eligibility Criteria**" should be kept in the Master envelope along with sealed envelopes for Technical & Commercial Bids.
- 23.3. Technical and Commercial bid of the Bidder should be put in separate sealed covers super scribing the wordings "Technical Bid" and "Commercial bid" respectively.
- 23.4. The Bidder should also provide the eligibility and technical bids in soft copy, in the form of a non-re-writeable Pen Drive.
- 23.5. The Pen Drive's would be sealed along with the hard copies of the respective technical bids only.
- 23.6. In case of any discrepancy in the contents of the documents, the information furnished on original paper document will prevail over the soft copy.

- 23.7. The envelope containing the Technical Bid and the envelope containing the Commercial bid should be put in individual envelopes and both shall be marked respectively with the type of bid and placed into Master Envelope and this Master Envelope should be clearly marked "Request for Proposal for Application S/w Maintenance, Support and Managed Services for NCGTC".
- 23.8. The envelope thus prepared should also indicate clearly the name, address and telephone number of the Bidder, to enable the Bid to be returned unopened in case it is declared "Late".
- 23.9. Each copy of the Bid should be a complete document. The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation and / or proper indexation may result in the rejection of the Bid.
- 23.10. Sealed Master envelope should be submitted by the bidder to Addressee and Address for Bid Submission mentioned in the 'Schedule for Invitation to Bid'

## 24. Contents of Bids

24.1. NCGTC shall follow single stage two-envelope bidding System for this bid process as follows:

1. Technical Bid
2. Commercial Bid

- Above mentioned two separately sealed non-window envelopes (**I & II**) should be put together in another master non-window sealed envelope super-scribing "Qualification (Technical Eligibility & Commercial) Bids for Application S/w Maintenance, Support and Managed Services – RFP No. NCGTC/2020-21/IT/01".
- All the individual envelopes must be super-scribed with the following information as well:
  - i. Name and Address of the bidder, Contact Person: Name, Phone number and e- mail id.
  - ii. Bids should be enclosed with all relevant documentary proofs/ certificates duly sealed and signed.

**Bidders are required to submit their responses in three envelopes, with contents of each as under:**

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	<p><b>Minimum Eligibility Documents</b></p> <ol style="list-style-type: none"> <li>i. Bid Covering letter as per format prescribed in <b>Annexure-I</b></li> <li>ii. Response to Minimum Eligibility Criteria as per format prescribed in <b>Annexure-II</b></li> <li>iii. Declaration regarding clean track record, as per format prescribed in <b>Annexure-IV</b></li> <li>iv. Statement of Deviations as per format prescribed in <b>Annexure-V</b></li> <li>v. Letter of competence as per format prescribed in <b>Annexure-VI</b></li> <li>vi. Power of Attorney as per format prescribed in <b>Annexure-VII</b></li> <li>vii. Letter of Conformity as per format prescribed in <b>Annexure-IX</b></li> <li>viii. DDs/ Instruments/ BG as per format prescribed in <b>Annexure-X</b>, towards Bid Price &amp; Earnest Money Deposit (EMD).</li> <li>ix. Non-disclosure Agreement as per <b>Annexure XI</b>.</li> <li>x. Bank Mandate Form as per <b>Annexure-XII</b>.</li> <li>xi. Support Escalation Matrix as per format prescribed in <b>Annexure-XIII</b>.</li> <li>xii. Pre-contract Integrity Pact as per <b>Annexure-XIV</b>.</li> </ol>	Hardcopy – 1	Master Envelope super-scribing "Qualification (Technical Eligibility & Commercial) Bids for Application S/w Maintenance, Support and Managed Services – RFP No. <b>NCGTC/2020-21/IT/01</b> "

<b>II</b>	<b>Technical Bid</b> i. Response to Commercial Bid as per format prescribed in <a href="#">Annexure-XV</a>	Hardcopy – 1	“Technical Bid for Application S/w Maintenance, Support and Managed Services – RFP No. <b>NCGTC/2020-21/IT/01</b> ”
<b>III</b>	<b>Commercial Bid</b> i. Response to Commercial Bid as per format prescribed in <a href="#">Annexure-III</a>	Hardcopy – 1	“Commercial Bid for Application S/w Maintenance, Support and Managed Services – RFP No. <b>NCGTC/2020-21/IT/01</b> ”

## 25. Rejection& Disqualification

- 25.1. Bids of only those Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in this RFP Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. The bid will be rejected outright by the NCGTC if the information provided by the bidder is found to be incorrect/misleading, at any stage/time during the bidding process. The information provided by the Bidder must be true and correct.
- 25.2. Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

## 26. Eligibility for bidders

### 26.1. Eligibility Criteria

- 26.1.1. Proposals not complying with the prescribed ‘Eligibility criteria’ and not submitted as per following details are liable to be rejected and will not be considered for further evaluation.
- 26.1.2. The references/ facts submitted by the bidders shall only be considered by NCGTC if the same are verifiable.
- 26.1.3. The references which are not presented with verifiable facts due to NDA with customer should be submitted with the certificate from CA mentioning the customer domain and per year billing amount.
- 26.1.4. Proposals of bidders who do not fulfill the Minimum Eligibility Criteria or who fail to submit any documentary evidence (as per the formats mentioned) thereon would be rejected.
- 26.1.5. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won’t be considered as credentials towards satisfying eligibility criteria.
- 26.1.6. Detailed Resource Deployment and Service Delivery Plan should be submitted as a separate document as ‘Appendix to Annexure-II. Resource Deployment and Service Delivery plan’. Plan should include Executive Summary including understanding of NCGTC’s requirements, proposed resource deployment, transition, migration, service delivery and SLA monitoring plan.

26.1.7. The following criteria are prescribed as eligibility for bidders interested in undertaking the project:

**Table: Minimum Eligibility Criteria**

Sr. No.	Criteria	Criteria Description	Minimum Supporting Document
1	Registered Company for minimum 5 years	The bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956, that has been in operation for at least 5 years.	Annexure II – Minimum Eligibility, duly filled and signed by the bidder along with copy registration certificate
2	Financial Capability – Bidder	The bidder company should have <ol style="list-style-type: none"> <li>I. Minimum average turnover of Rs.70 crore for last three audited financial years.</li> <li>II. Earned (cash) profits in 2 out of preceding three audited financial years.</li> <li>III. Tangible Net worth of Rupees 70 Crore in the last audited financial year</li> </ol>	Copies of the Audited Balance sheet along with statutory auditor's report/CA certificate of the relevant financial years.
3	Domain Experience - Bidder	The bidder company should have successfully architected & developed & maintained (end-to-end) at least two (02) large-scale web-based projects, each having minimum order value of 75 Lakh or above, during last 03 years as on date of this RFP, for the customers from Credit Guarantee Background Or Banking and Financial Services domain.	<ol style="list-style-type: none"> <li>1. Certificate from client of satisfactory completion of the project</li> <li>2. Purchase order/LOI</li> </ol>

## Request for Proposal for Application Support and Managed Service for NCGTC

Sr. No.	Criteria	Criteria Description	Minimum Supporting Document
4	Adherence to the bid document	Acceptance of Terms and Conditions contained in the RFP Document along with clearly expressed deviations to any scope, terms & conditions and requirements. The NCGTC shall have no obligation to accept the undersigned deviations and may/may not consider the deviations. Consideration of the deviations shall be at the sole discretion of the NCGTC.	Annexure I - Covering Letter & Acceptance of Terms and Conditions contained in the RFP Document, duly filled and signed by the bidder. & Annexure V - Statement of Deviations from Bid Terms and conditions duly filled and signed by the bidder.
5	Ethics and Practices	The Bidder should not have been black-listed or should not have faced legal action or rated unsatisfactory or should not have any known instance of non-compliance of terms and conditions of its agreement for execution of its various projects by any Public Sector Bank, Trust, RBI or IBA or any other Government entity.	A self-certified letter signed by the Authorized Signatory of the bidder as per Annexure I.
6	Best Practices for IT Services, Confidentiality, Integrity	Bidder should mandatory to have - CMM Level 3 or above - ISO 27001 & ISO 9001 valid Certifications on the date of bid submission.	Copy of the certification. Certification needs to be valid as on the date of bid submission.
7	Capacity / Strength	Bidder should have minimum 100 developers on bidder's roll in India as on the date of this RfP. Out of above 100, 15% developers should be ASP, DotNet, Microsoft SQL Server	Undertaking certification / letter by Bidder which can be cross checked by NCGTC.
8	Cost of RFP Document	As a <b>cost of the RFP Document</b> , the Bidder shall pay an amount of Rs. 1,000/- ( <b>Rupees One Thousand Only</b> )	A Demand Draft drawn in favour of 'National Credit Guarantee Trustee Company Ltd. payable at Mumbai. Note: Micro and small enterprises are exempted from this.
9	Presence in territory	Bidder should have offices in Mumbai MMRDA Region and Delhi NCR Region both to handle the project smoothly.	Undertaking certification / letter by Bidder which can be cross checked by NCGTC.

Sr. No.	Criteria	Criteria Description	Minimum Supporting Document
10	Earnest Money Deposit	The Bidder shall pay an <b>Earnest Money Deposit (EMD)</b> of <b>Rs 1,04,000/- (Rupees One Lakh Four Thousand Only)</b>	Earnest Money Deposit - A Demand Draft / Bank Guarantee (in the prescribed format by NCGTC) of any Nationalized / scheduled bank drawn in favour of 'National Credit Guarantee Trustee Company Ltd.' payable at Mumbai. Note: Micro and small enterprises are exempted from this.
11	Deviations	There shall be no deviation to the Software / Technical / Functional requirements / specifications specified in Section C entirely.	A Detailed List of deviations or a declaration signed by the authorized signatory conforming to the requirements /specifications specified in Section C.

## 27. Evaluation of Offers

- 27.1. Each bidder acknowledges and accepts that NCGTC 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.
- 27.2. NCGTC may, in its absolute discretion, engage in discussion with any bidder (or simultaneously with more than one bidder) after the RFP closes to improve or clarify any response.

## 28. No Commitment to Accept Lowest or Any Tender

The NCGTC shall be under no obligation to accept the lowest or any other offer received in response to this tender notice. The NCGTC reserves the right to make any changes in the terms and conditions of purchase. The NCGTC reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of the NCGTC in this regard is final and no further correspondence in this regard will be entertained. NCGTC reserves the right to withdraw the RFP at any stage prior to awarding the contract.

## 29. Evaluation Methodology

### 29.1. Evaluation Process

- 29.1.1. NCGTC has adopted a Single-Stage Two-Envelope Bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.

i) Technical Bid

ii) Commercial bids

- 29.1.2. The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. Supporting documents wherever asked for must be uploaded as part of the bid.
- 29.1.3. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document but not limited to that. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.
- 29.1.4. During evaluation of Bids, NCGTC, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by the NCGTC. No change in the price of substance of the Bid shall be sought, offered or permitted.
- 29.1.5. Normalization – NCGTC reserves the right to go for normalization process after eligibility evaluation and accordingly may request all the bidders to submit

revised bid (technical or Commercial or both) to avoid any possible ambiguity in evaluation process and to bring further transparency in the evaluation process.

**29.2. Preliminary Examinations**

- 29.2.1. NCGTC 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.
- 29.2.2. NCGTC 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.
- 29.2.3. Prior to the detailed evaluation, NCGTC 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, bid price, eligibility criteria, delivery schedule, SLA, insurance, Force Majeure etc. will be deemed to be a material deviation. NCGTC's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 29.2.4. NCGTC would evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidder's presentation, verify functionalities / response times etc.
- 29.2.5. If a Bid is not substantially responsive, it will be rejected by NCGTC and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 29.2.6. 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.

**29.3. Technical Scoring Criteria**

The Following Technical Criteria's to be fulfilled by Bidder:

Sr. No.	Criteria	Evaluation Parameters	Max. Scores
1	The Bidder should have application development / maintenance experience in following technologies in last 3 (three) years i.e. from April 1, 2017 onwards:		
i	Experience of application development projects in Credit Guarantee Domain	Each project reference would carry 5 marks	10
ii	Experience of application development projects in Banking and Financial Services domain	Each project reference would carry 5 marks	15
iii	Experience in development and implementation of ASP DotNet, C#, MSSQL based project	Each Project reference would carry 5 marks	15
iv	Experience in development and implementation of API / Web Services in Banking and Financial Services domain	Each Project reference would carry 5 marks	10
v	Experience in Tableau, Power BI or any other BI development tool in Banking and Financial Services domain	Each project reference would carry 5 marks	10
2	Experience in providing resources for software development in last 3 (three) years i.e. from April 1, 2017 Onwards	Each reference would carry 5 marks	10
3	Presentation to showcase development capabilities (maximum 8-10 slides only)	<b>Presentation on:</b> 1. Development approach with respect to configurability, Audit trail management, scalability & performance, application & data security, high availability, Extensibility & Integration. 2. One Application of Credit Guarantee / Banking Or Financial Services Domain	30
<b>Total Marks</b>			<b>100</b>

**The Technical Bid Need to be submitted as per enclosed Annexure XV**

**The bidder is required to submit list of projects / references in the following format supported by any of the following documents as evidences of having relevant experience:**

1. Copy of Work order / agreement along with completion certificate for completed projects.

2. Relevant credential letters, supporting the claim, from the respective organization along with contact details of the organization.

Sr. No.	Technology	Client Name and Location	Name of the Project	Project Start Date	Project End Date	Scope / Description of the Project	Contact details (Person name, designation, phone, mobile, email)

3. As part of technical evaluation, NCGTC may contact the customer references to get feedback about the credentials submitted by the bidder. NCGTC at its discretion may not consider those projects / references for scoring, if in the NCGTC's opinion it is

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

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

29.3.3. The shortlisted bidders may be called for presentation (or demo of the any existing software solution) on the solution based on the technical bids submitted by them to make an evaluation. Such presentations will become part of the technical bid.

29.3.4. During technical evaluation, NCGTC may interact with the customer references submitted by the bidder.

29.3.5. The bidders who score 70 or more than 70 marks in Technical Evaluation will be considered as eligible & shortlisted bidders for the commercial evaluation of bids.

**29.4. Evaluation of Commercial bids**

29.4.1. In this phase, the Commercial bids of the Bidders, who are found eligible and shortlisted in Technical evaluation, will be considered for commercial evaluation.

29.4.2. The commercial bids should be submitted as per Annexure-III. Commercial bids not found to be submitted in the prescribed format and in accordance with the terms of this RfP, shall be declared as 'Non-responsive' and hence shall be rejected.

29.4.3. 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.

29.4.4. Bidders who do not qualify the eligibility evaluation will not be considered for

- commercials evaluation.
- 29.4.5. The Total Cost of Ownership (TCO) would be considered for evaluation of commercials, where:  
The TCO (Total Cost of Ownership) shall include the total cost of (Cost of Mandatory Service for 01 Year + Cost of Optional Services for 01 Year) X 03 as specified in Annexure III. Commercial bid.
- 29.4.6. The Commercial bid of the eligible bidders will be opened, and the bidders will be ranked as L1, L2, L3, etc. on the basis of their TCO Calculated. Where L1 shall be ranked for the commercial bid with lowest TCO.
- 29.4.7. L1 will be shortlisted and awarded the contract for only mandatory services at a cost of (Total cost of Mandatory Services for 01 year) X 03 (for Three years period). NCGTC reserves the right to extend the services for another 02 years with increase in 10% on the annual rates quoted for the first 3 years with other terms and conditions remaining same.
- 29.4.8. In case L1 doesn't turn up to take up the awarded work then NCGTC reserve the right to invite L2 for same after required due diligence. Same process shall be followed for L3, if required.

**29.5. Arithmetic errors corrections**

- 29.5.1. 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.
  - 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. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct.
  - e. The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the NCGTC, or their bid should be rejected.

**30. Technical Inspection and Performance Evaluation**

The NCGTC reserves the right to carry out a technical inspection and performance evaluation of the software solution and equipment/hosting solution offered by bidders.

### 31. Notification of Award and Signing of Contract

- 31.1. Prior to the expiration of the period of bid validity, the NCGTC will notify the successful Bidder in writing by registered letter, by fax or by email that its bid has been accepted.
- 31.2. NCGTC reserves the right to place the order for all the services or selected services.
- 31.3. The notification of award will constitute the formation of the Contract.
- 31.4. The successful bidder shall submit attested copies of all documents submitted in Cover I, to the office of NCGTC, Mumbai and shall enter into an Agreement with the NCGTC, in the format prescribed by the NCGTC, within 20 days of being notified to do so.
- 31.5. The successful Bidder will be required to provide a Performance Bank Guarantee for an amount equivalent to 10% of the contract value, in the form of Bank Guarantee from a scheduled commercial bank in the name of the “NCGTC Ltd”, towards the security deposit, at the time of execution of an Agreement with the NCGTC. On completion of the Contract, the security deposit amount will be refunded to the Contractor without interest, after submission of an application for the same by the Contractor to the NCGTC. The NCGTC reserves the right to execute the performance bank guarantee in case of non-performance of the contract by the successful bidder.
- 31.6. Failure of the successful bidder to comply with the requirement of signing of contract, within 30 days from the issuance date of Notification of Award, depositing an amount of security deposit and/or furnishing performance bank guarantee and/or completing the contractual formalities, shall constitute sufficient ground/s for the annulment of the award and forfeiture of the Earnest Money Deposit, in which event the NCGTC reserves the right to go for next higher bidders (L2, L3, etc.) or call for new bid.

### 32. Errors and Omissions

Each Recipient should notify NCGTC of any error, omission, or discrepancy found in this RFP document

### 33. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to NCGTC. NCGTC 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 terms and conditions as this original and 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 NCGTC or any of its customers, suppliers, or agents without the prior written consent of NCGTC.

## Section C - Scope of Work

### 35. Project Detail

#### 35.1. Purpose

The NCGTC intends to issue this bid document, here in after called RFP (Request for Proposal), to eligible entities, hereafter called as bidder/s, to participate in the competitive bidding for appointment of a vendor for providing **'Application S/w Maintenance, Support and Managed Services'**.

The NCGTC, for this purpose, invites proposals for primarily undertaking inter-alia the activities mentioned under the **section 1.2 – Project Scope**; for the NCGTC in respect of procuring **'Application S/w Maintenance, Support and Managed Services'**.

The proposed solution shall be scalable, extensible, highly configurable, secure and very responsive and shall support integration and interfacing with other software and solutions (existing legacy and acquired in future), developed or used by the NCGTC or NCGTC may undergo in up-gradation.

#### 35.2. Project Scope

The broad project scope includes having a single point reference vendor to develop, support and maintain and enhance the **'Application S/w Maintenance, Support and Managed Services'**.

The NCGTC intends to procure the **'Application S/w Maintenance, Support and Managed Services'** for the business application and related modules of "SURGE" of NCGTC. The shortlisted vendor shall provide the **'Application S/w Maintenance, Support and Managed Services'** for the period of 03 years, NCGTC reserves the right to extend the services for another 02 years with increase in 10% on the annual rates quoted for the first 3 years with other terms and conditions remaining same.

The broader requirements are expressed in the below -

- a) Deployment of off-site resources for the management / delivery of following services:
  - Technical bugs and code fixing / tuning – ASP DotNet, C#, MS SQL Server, Smarten BI tool
  - Development of new modules, functionalities, reports etc. as per NCGTC's requirement.
  - Change Management: Implementation of changes in the existing OR future developed modules, functionalities, reports, business rules / logic, processes, etc.
  - Version Control management using SVN
- b) Documentation – Processes as well as System & User documentation
- c) Providing day to day user support to MLI as well as NCGTC Users
- d) Training and handholding for end-users and systems personnel
- e) Perform CRP, UAT and Proper Release management for PROD
- f) Consulting in the areas of tools, technologies, best practices and trends in the market for the improvements of application development, deployment environment, performance and user experience in connection with the application software and components being used by NCGTC
- g) Providing optional services as and when required by NCGTC during the contract period at the rate not exceeding the rate being contracted in this RFP towards such services.

The sign-off / acceptance of the implementation of software in connection with change requests, if any shall be provided to selected bidder only after successful, acceptable UAT results meeting the quality, completeness and features, functionalities fulfillment.

The selected bidder shall conduct Functionality, Browser Compatibility, Accessibility, Scalability, Application Security and Penetration Testing, if applicable, and seek sign-off from NCGTC before implementing the Software Solutions managed / developed / customized.

The selected bidder shall submit the Test Summary Reports as well as Detailed Test Coverage Matrix with Bugs / Defects found and fixed by the vendor team.

The selected bidder shall operationalize the IT Solutions as decided by the NCGTC in close-coordination / collaboration with NCGTC Project / Program Management Team.

The selected bidder support personnel shall remotely manage and monitor the working of the whole IT Solution.

The selected bidder shall provide resumes of all the personnel working on the NCGTC Project including Development, Project Management, Program Management, Testing & Quality Assurance, Maintenance, and Support.

The selected bidder shall provide a list of all the personnel working on the project including Name, Email, and Phone No. NCGTC may want to speak with the individuals if may want.

The selected bidder shall ensure and maintain the team attrition on the project and shall ensure adequate knowledge transition. The vendor shall inform in advance at least 2 weeks in case of any plan to replace the staff for whatever may be the reason.

The selected bidder shall submit the working source code of the SURGE and associated applications, Custom developed software/solutions/systems, customization on top of existing products, configuration setup of any third-party commercially available software / solution to the NCGTC along with detailed documentation including but not limited to build instructions, structure of the code/projects, build environment configuration, installation, deployment and configuration etc.

The selected bidder shall demonstrate the submitted source code by building, installing, configuring and demonstration the working code to the NCGTC IT Team.

The selected bidder shall assign non-exclusive, for-life, royalty-free rights to use, customize and extend / integrate with any other system along with source code for any commercially available software tools / products / solutions used to develop the Credit Guarantee Platform.

### 35.3. Brief on SURGE Applications and related modules

Following are the details of some of modules in the application:

- **Main SURGE Application**
  - **MLI On-Boarding** – Member Landing Institute (MLI) are nothing but the Banks, NBFCs and Financial Institutes which participate in public welfare schemes of government of India (GOI), MLIs gets registered with NCGTC to participate and avail the facility of credit guarantee schemes.
  - **Scheme Configuration** – GOI launches public welfare schemes time to time, NCGTC configures the schemes with it's dynamic in SURGE application.
  - **MLI and Scheme Mapping** – NCGTC maps registered MLIs with active schemes with a duration validity.
  - **Guarantee Application Lodgment in respective scheme** - MLIs entering on-line applications for guarantees to be obtained from NCGTC for eligible cases sanctioned by MLIs under given scheme.
  - **Application approval (Maker / Checker)** – Entered guarantee application undergoes an approval mechanism wherein application gets approved by HO of MLI and afterwards by NCGTC as well.
  - **Tax Invoicing (Guarantee Fee and Annual Service Fee)** – Guarantee sanctioned applications attract guarantee fee for which GST Tax invoices are generated from system.
    - Similarly, when sanctioned guarantee application enters in subsequent years, annual service fee is charged on it for which GST tax invoice is generated in the same module.
  - **Revenue collection** - MLIs pay guarantee fee and annual service fee against the generated invoices, payment modes are NEFT / RTGS.
  - **NPA and Claims Processing**
    - **NPA** – MLIs mark NPA (Non-Performing Assets) cases in system against which the **Claim** is to be raised on NCGTC
    - NCGTC performs the appropriate due diligence to process it further in the system
  - **Recovery and Appropriations** – Few NPA cases gets standardized in due course which are reported back to NCGTC by respective MLIs, Against the reported cases MLI reports the recovery details in system.
  - **Claim Settlement and Payments** – NCGTC settles the approved claims as per respective scheme guidelines by making payment to MLI in trenches which is captured in system, Payment methods are NEFT and RTGC.
- **Financial Accounting System (FAS)**
  - **Integrated with SURGE and FD**
    - Accounting entries of Tax invoices raised in SURGE
    - Accounting entries of Payment Receipts against Guarantee ad Annual service fee
    - Accounting entries of recovered funds
    - Accounting entries of claim settlement payment
  - **Core accounting entries**
    - JVs – All Direct, Indirect expenses, Interest etc...
    - Payments – Expenses, Salary, etc...
    - Receipts – Interests and others
  - **Fixed Deposit Module** - Government allocations funds for declared schemes which NCGTC invest either in FDs or Mutual funds to secure the earnings
    - Scheme fund FD Management - Fixed deposit details entries
    - Integrated with FAS – Accounting entries of FD and Banks in FAS
  - **Investment Mutual Fund Module** - Government allocations funds for declared schemes which NCGTC invest either in FDs or Mutual funds to secure the earnings
    - Mutual Fund Investment Management – MF Fund house wise investment details
    - Integrated with FAS – Accounting entries of MF and Banks in FAS
- **Business Intelligence (BI)**
  - Tool – Smarten BI Tool
  - Database – MS SQL Server
  - All modules dashboards and reports

- **Integrations and Reports –**

- SMS Gateway (proposed)
- Email Gateway Integrated
- IRP Portal for E-Invoicing (In-Progress)

Refer annexure No. XVI for indicative list of various Menu available in the application.

### 35.4. Brief on Server Infrastructure and Tech Stack

- A. PROD and Non-PROD Environment:** Separate VMs/servers (Windows 2012 R2 Standard Edition) and MS SQL Server STD 2014 databases are available for PROD and Non-PROD respective applications. These servers are hosted at Third Party DC and accessed over WAN from NCGTC. Applications are developed using following technologies/ tools:
- ASP DotNet C# | DotNet Framework 4.7 | IIS Application server
  - CSS, Java Scripts | Microsoft SQL Server 2014
  - SVN for maintaining source code versions
- B. Disaster Recovery (DR) Site:** NCGTC is in the process of setting up the DR site, so as to make both the applications/ databases available from DR Site in the event of any disaster.
- C. Details of the Servers/ Databases hosted at DC:** NCGTC is working on optimization of existing Prod and Non-Prod environment. Servers are accessed over the SSL VPN by development team -

Existing DC Infrastructure						
Sr. No.	Physical Tier	Purpose	Cores (vCPU)	Memory (In GB)	Storage (In GB)	Qty
<b>UAT</b>						
1	Web application	Main Business Application	6	16	170	1
2	Web application	Financial Accounting System / FD / MF	8	4	100	1
3	Database	MS SQL Server STD	8	12	100	1
<b>PROD</b>						
4	Web application - App1	Main Business Application	8	32	100	1
5	Web application - App2	Main Business Application	8	32	350	1
6	Web application – App1	Financial Accounting System/FD/MF	8	4	100	1
7	Web application – App 2	Financial Accounting System/FD/MF	8	2	100	1
8	Web application	Smarten BI Tool	12	96	200	1
9	Database	BI Database Server MS SQL Server STD	14	64	1000	1
10	Main Database in cluster (Master)	MS SQL Server ENT	16	80	1200	1
11	Main Database in cluster (Slave)	MS SQL Server ENT	16	80	1600	1
12	Server	File Server	8	4	140	1
13	Development Server	Development Server	8	8	100	1
<b>Operating System:</b> All the VMs are on Windows Server 2012 R2 Standard 64-bit						
Entire server stack is well supported and managed by existing IT Vendor.						

### 35.5. Work Parameters forming part of Scope of Work

The work parameters forming part of Scope of Work defined hereunder shall be applicable to all the current and future modules of business applications deployed in production at Data Centre & DR Site (as and when becomes operational) and the test and development environment:

#### 35.5.1 Application Maintenance and Support Services:

Service provider shall provide following application maintenance and support services under Change Request and Routine managed support:

**Definition of Change Request:** The definition of change requests shall broadly include:

1. Any new development
2. Enhancements and modifications in the existing modules requiring more than 3 man-days
3. New BI dashboards
4. New Reports Development
5. Development work required as per VAPT

**Definition of Support:** The definition of support requests shall broadly include:

1. Bug Fixing
  2. Code optimization / tuning
  3. Data validation and correction
  4. Reports tuning
  5. Backend data services including reports generation
  6. Enhancements and modifications requiring up to 3 man-days
  7. Code version control
  8. User training and User support
  9. Project management, Impact analysis, Root cause analysis, Monthly support review presentation, etc.
1. **New Development:** Development of new modules, functionalities, reports etc. to implement/ integrate new business requirements within the existing applications and/ or for integrating the applications with other systems like payment gateway etc... developed in-house or from 3<sup>rd</sup> party vendors. In case of integration with such other systems, the scope will be limited to developing/ maintaining the interface for handling the control/ process flow/ data from the point it leaves the system and the point at which it receives back the control/ process flow/ data.
  2. **Enhancement/ Modification.** Enhancement/ modification of the existing code as per changes in requirements, business rules etc. as and when required by the Trust.
  3. **Bug fixing:** Fixing of bugs already identified or identified during the contract period. The list of already identified bugs shall be shared at the time of start of contract.
  4. **Code Optimization/ tuning:** Review and modification, if required, of existing code, both ASP DotNET, MSSQL, 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 such necessary changes as and when requires or given. Team shall closely work with DBA and middleware Teams as per arrangements NCGTC has, towards the quick resolution of any issues or for performance tuning etc...
  5. **Data validation/ correction:** As and when required, data validations/ corrections would be carried out to enable smooth operations of the Trust. However, while carrying out any data updation, maintaining data integrity would be the prime responsibility of the Service Provider. Service provider will also identify the type & nature of data errors and reports will be handed over to concerned users

for correction and resubmission.

6. **Impact Analysis:** While carrying out any changes in the code level or in the data, it would be the prime responsibility of the service provider to do sufficient impact analysis before carrying out the changes so that the integrity of the corresponding business processes and the data is maintained.
7. **Documentation:** All the documents available and updated till the time of start of the contract shall be handed over to the Service Provider. Service provider shall maintain these documents viz. system documents, user documents and process documents etc. to their current status. While the documents would be added with necessary information pertaining to newly added/ developed modules, features and functionalities, same would be updated/ modified for the changes/ modifications carried out in existing modules, features and functionalities. Industry best practices and standards should be followed while preparing/ updating the documents. System Flow charts, Data flow diagrams, Entity Relationship Diagrams (ERDs) should be used wherever required.
8. **BI, Reports & MIS:** Service provider shall develop various Dashboards, reports, MIS statements and system generated SMS/ Mail alerts as required by various stake holders of NCGTC. In addition, data requirements in specific formats would be required to be met by writing SQLs and generating the data from back-end. However, necessary reports/ modules to meet such frequent requirements should be provided at the front-end.
9. **Version Control Management:** Vendor should bring in version control management system and maintain the application software by versioning and maintaining track of all the changes made to the software. At the end of each quarter and at the end of contract period, the vendor would hand over the latest and updated source code along with all the versions and documentation to the NCGTC.
10. **Audit Compliance:** NCGTC may periodically get various audits like Operational audit, Information Security (IS) audit, vulnerability assessment and penetration testing, application performance audit done for its operations, applications and other IT infrastructure. During the audit period, necessary support shall be provided to co-ordinate with auditors and subsequently based on the audit report (accepted by NCGTC) make necessary changes in or upgrade the Application, Framework or database, if required, so as to comply with the audit observations.
11. **Training & User Support:** The Service Provider would be required to train the users as and newly developed modules/ functionalities/ features and provide on- going user support to help users overcome operational/ technical issues on day-to- day basis reported by the users over/ through phone, e-mail, or any other channel like on-line help desk system introduced by NCGTC in future. In case the Service Provider is required to depute resources to impart training to MLI users at a venue (within or outside Mumbai/ Navi Mumbai/ Thane) other than the NCGTC office, NCGTC shall bear the travel, boarding and lodging expenses of such resources as per the itinerary/ schedule approved by NCGTC.
12. Application Changes pertaining to Infrastructure – Application changes required for IT infrastructure upgrade / downgrade, Consolidation of servers, addition of servers in HA, DR or cluster, etc. shall be assessed and reported to NCGTC by the selected bidder within 6 months of acceptance of the contract. Such changes may further be provided as and when assessed and required by NCGTC as part of Application maintenance and support services and shall not be treated as change requests. On NCGTCs confirmation above changes should be implemented in coordination with cloud service provider.
13. Selected bidder should bring in cloud-based Tool for Project Management, Call logging and SLA calculation / Monitoring. The selected Bidder will have to ensure that all the activities pertaining to Project management, Project coordination, Business Analysis and testing in case of change requests and routine support – both the activities.

### 35.5.2 Services during transition period:

- ❖ **At the time of Taking over:**
  - In case the short-listed bidder is other than the existing service provider, **a transition period of one month** (from the date of start of contract) shall be allowed for taking over from the existing service provider or NCGTC.
  - During this period, the Service Provider, if required, shall depute additional resources, Subject Matter Experts (SMEs) and other experts so that the transition including the transfer of domain, processes, system and deployment environment knowledge is imparted to its resources. Necessary documentation, if not available already, should be created during period.
  - Bidders should note that the prescribed SLAs for performance shall not be applicable during the transition period of one month and for another one month after the transition period i.e. **for a maximum period of 02 months from the start of the contract.**
  - If case the short listed bidder is the existing Service Provider, the transition period of one months and moratorium period of 02 months in SLAs, as mentioned above shall not be applicable.
  
- ❖ **At the time of handing over:** At the end of the contract period including extended period, if any, in normal course or due to termination, NCGTC shall have the right to retain all or selected resources **for a maximum period of 02 months** for the purpose of handing over to NCGTC or its designated agency or for completion of any unfinished assignment. NCGTC shall make payments for such resources retained beyond the end of the contract period (including extended period, if any) as per contract payment terms. Payment for any broken period shall be made on pro-rata basis. The Service Provider shall be legally bound to hand over all the project related documents, data, source Code and all other project related information to NCGTC or its authorized agency and that the final bill under the project and shall be settled and PBG shall be released by NCGTC only after handing over the project related data / information / source codes etc. to the satisfaction of NCGTC.

### 35.5.3 Staffing Requirements:

Though the Service Provider's performance would be measured through the Service Level Agreement (SLA) as prescribed elsewhere in this document, Service Provider should deploy resources with appropriate experience and skill set to cater the required services throughout the contract period.

- ❖ Service Provider shall identify a **Program / Account Manager** for handling/ managing the project and take up the issues unresolved / escalated by the deployed team. Program/ Account Manager shall review the project progress once in a month or as and when desired by NCGTC. Review meeting may be done through conference call or in person at NCGTC's office at a mutually decided date and time. Issued discussed and decisions taken during the meeting shall be recorded and circulated by Program / Account Manager within 05 working days.
- ❖ In case the deployed team is unable to resolve any issue within the SLA time lines, they shall escalate the same to Program/ Account Manager who will take necessary action to extend all necessary support through its Subject Matter Experts (SMEs) so as to help resolution to such issues.
- ❖ Vendor agrees that the quality of resources to deliver and manage the contracted services is of utmost importance and the Trust will have the right not to accept any of the resources deployed, if he/ she is not found up to the mark as per Trust's expectations/ requirements.
- ❖ Vendor agrees to follow rigorous selection process to adjudge the technical and personnel suitability of the resources before deployment. Vendor shall also carry out the background check of the shortlisted resources.
- ❖ At the time of resource deployment, vendor shall declare that the proposed resource possesses desired qualification and experience and background check of the resource has also been done. Trust shall have the right to ask for the resume and copies of the experience certificate(s) besides having prior discussion/ interview with the proposed resource to adjudge its suitability. If not found

suitable, NCGTC shall have the right to reject any particular resource short listed by the Service Provider.

- ❖ Vendor will be required to sign the declaration form as per Trust's IT security policy or any other similar guideline issued by the Trust during the contract.
- ❖ NCGTC shall not provide any PCs / Laptops to the resources.
- ❖ Frequent change of resource(s) will not be acceptable. If any specific work could not be completed due to poor manpower quality, the Service Provider would be required to provide a suitable substitute.
- ❖ Any change of resource during the period of contract for whatsoever reason except in the case of retirement, resignation or termination of the employment, should be done in consultation with NCGTC.

**Continuity of Services:**

In the event of an existing resource leaving the project for whatsoever reasons, Service Provider should provide the replacement resource at **least 02 weeks** before the outgoing resource is relieved from the project. Also, the service provider shall ensure proper hand holding and knowledge transfer to the new resource within this overlapping period of **02 weeks**. NCGTC shall not make any additional payments for the overlapping period.

**Qualifications and Experience:** Resources identified for any role should possess following minimum education qualifications:

B. E./ B. Tech / BSc IT / M.C.A./ M.C.M. / MSc / MSc IT from a recognized institute / university.

Any development resource deployed for maintenance and support should have experience on minimum following technologies:

- Developers should have experience in handling Software delivery projects in an Enterprise environment.
- Any developer should have experience on ASP DotNet, C# platform in an Enterprise environment, using following tools/ Technologies:
  - ASP DotNet Fx, C#
  - IIS
  - CSS, Java Scripts, Ajax, HTML, XML, MVC
  - Sound Knowledge of MS SQL Server Database SSMS and SSRS
- Should have sound knowledge SDLC, Documentation, Version Control, Hosting Architecture  
Nice to have if participated in IT and System Audits (Like VAPT, etc.)

**1. Service Window:**

Routine service window is 8 hrs. x 5 days

Routine Working hours: 10 am to 6 pm

- ❖ Against the demand, resources should be present on Saturdays and/or Sundays in addition to the above-mentioned service window. In case of specific requirements, which shall be compensated to resource as compo-off or can be adjusted against the leaves.
- ❖ Normally the working hours would be 10:00 Hrs to 1800 Hrs. However, depending on NCGTC's requirements staggered working hours may be considered for the purpose of providing elongated service window to the users.
- ❖ In exceptional cases, team should be ready to work beyond normal working hours and on holidays.
- ❖ The selected bidder will ensure adherence of NCGTC's working calendar. In any case the bidder will have to ensure minimum support manpower in NCGTC's working calendar.

**2. *Maintaining Continuity of Resources:***

- ❖ Service provider will be required to take utmost care in identifying the resources to be deployed for NCGTC as the resources should continue to be associated with the project for long time and should not leave the project in short period.
- ❖ Resources deployed for NCGTC project, should not be removed by the vendor without written approval from NCGTC. If any resource is to be replaced on account of his resignation or termination of services, a written request / advance notice of 15 days should be given to NCGTC, along with a declaration that the proposed new resource possesses the desired qualifications and experience. In case of Project Manager, the notice period shall be of at least 30 days. Only after the approval from NCGTC, resources can be replaced.
- ❖ Any shortfall in notice period will be treated as absence. Also, the replacements, if necessary, need to be done in a staggered manner, so as no two resources to be replaced at a time.
- ❖ New resource who will replace the existing resources should be deployed at NCGTC at least 10 working days before the date of relieving of existing resources for the purpose of hand holding and knowledge transfer to the new resource. No additional payment will be made by NCGTC in this regard.
- ❖ Necessary stand-by arrangement has to be made during absence of any regular resource on account of leave or any other reason if the leave of absence is for more for 02 working days.

**35.5.4 Optional Addition/ Incremental Services:**

1. **Additional Resource Requirement:** In addition, as and when required, Service Provider shall provide following resources/ services at the contracted **man-month** rates:

S. No.	Resource	Development Platform/ Area of operation	Desired Exp.
1	Sr. .Net, MS SQL Server Resource with Project Lead role	ASP .Net Fx, C#, IIS, CSS, Java Scripts, Ajax, HTML, XML, MVC. Sound Knowledge of MS SQL Server Database SSMS and SSRS. Sound knowledge SDLC, Documentation, Version Control, Hosting Architecture.	7+ years
2	Business Analyst	Experienced business analyst of software delivery projects in an Enterprise environment on Financial Services domain. Sound knowledge of SDLC, Documentation (Test Cases, BRD, SRS etc.)	5+ years
3	Senior ASP .Net / MS SQL Server Developer	ASP .Net Fx, C#, IIS, CSS, Java Scripts, Ajax, HTML, XML, MVC, Sound Knowledge of MS SQL Server Database SSMS and SSRS. Sound knowledge SDLC, Documentation, Version Control, Hosting Architecture.	5+ years
4	Junior ASP .Net / MS SQL Server Developer	ASP .Net Fx, C#, IIS, CSS, Java Scripts, Ajax, HTML, XML, MVC, Sound Knowledge of MS SQL Server Database SSMS and SSRS. knowledge of SDLC, Documentation. Should have worked in end-user support environment.	3+ years
5	Senior Java / Oracle / MySQL Developer	Java 1.4 or above, Struts 1.1 or above, Hibernate, CSS, Java Scripts, Ajax, HTML, JSP, JQUERY, JDBC, XML, and / Or PL/SQL in Oracle 10g/11g / MySQL Programmer	5+ years
6	Junior Java / Oracle / MySQL Developer	Java 1.4 or above, Struts 1.1 or above, Hibernate, CSS, Java Scripts, Ajax, HTML, JSP, JQUERY, JDBC, XML, and / Or PL/SQL in Oracle 10g/11g / MySQL Programmer	3+ years
7	Mobile application developer for Android / IOS	Mobile application Android 10+ or/and IOS 12+ developer - Experienced on latest platform	5+ Years
8	Mobile application developer for Windows	Mobile application windows developer - Experienced on .NET 4.0+, ASP, C# latest platform	5+ years
9	Application Support Resource	For providing end-user Level 1 support on the existing applications (Internet/ Intranet) and having experience in relevant technologies viz. .Net, Java, MSSQL, PL/SQL.	2+ years
10	Middleware Services	Should have experience on Middleware IIS, JBoss, Tomcat, Apache latest versions	5+ years
11	Technical Writers	<ul style="list-style-type: none"> <li>Work with internal domain and development teams to have in-depth understanding of schemes, business processes, systems and documentation requirements thereof.</li> <li>Create necessary documents for - Business processes, System documentation, Standard operating Procedures (SOPs), User manuals etc.</li> </ul>	5+ years
12	Application Tester	<ul style="list-style-type: none"> <li>Understanding the business processes and corresponding system processes, business rules, policies etc.</li> <li>For carrying out end to end testing of applications from policies, processes, business rules and performance prospective.</li> <li>Giving precise and to-the-point recommendations on the findings.</li> </ul>	5+ years
13	DBA Services	Oracle DB 11G or Above, MySQL 8 or Above and Microsoft SQL Server 2012 or Above complete database management service (DC and DR both side)	5+ Years
14	Business Intelligence Development Service	Smarten BI Tool, Tableau BI Development Tool, Power BI Tool, Development, Enhancement, Maintenance Services	5+ Years

- ❖ A **man-month** shall be considered of **22 days** to arrive at man-day rate for the purpose of calculations on pro-rata basis for broken periods of less than a month.
- ❖ The rates should be exclusive of taxes which will be paid as per prevailing tax structure. No costs, other than contracted man-month and applicable taxes, whatsoever will be payable to the service provider.
- ❖ The details as contained in clause No. 35.5.3 shall also apply mutatis mutandis to clause no. 35.5.4.

**35.5.5 Reporting:**

1. Service provider shall submit a monthly (or as per periodicity agreed by NCGTC) report on issues reported, issues resolved and issues pending during the period of reporting under different categories viz. new requirement, bug fixes, user support etc.
2. Format and frequency of reporting may be mutually decided at the time of start of the contract.
3. Report should be submitted to NCGTC at least 02 days before the next review meeting with Program/ Account manager.
4. For the purpose of effective monitoring and tracking of call/ issues, Service provider may use a tool for allowing the users to directly log the calls in the systems and status of calls should be monitored/ updated throughout the lifecycle of the call. Vendor shall bring its own infrastructure viz. hardware/ software etc. to deploy such tool. NCGTC shall provide space, power, network connectivity etc. to host the solution in its premises.

**35.5.6 Bill of Material:**

1. Based on the aforementioned scope of work and requirements, tentative Bill of Material (BOM) is as under for the convenience of the bidders:

S.N.	Item Description	Qty.
<b>I</b>	<b>Mandatory Services (Application Maintenance and Support as per SOW off-site resources + Cloud Based Tools for Project Management, Call Tracking and SLA Monitoring and Source Code Management)</b>	01
<b>II</b>	<b>Optional Services</b>	
1	Sr Developer with Project Lead Role	01
2	Business Analyst	01
3	Senior .Net / MS SQL server Developer	01
4	Junior .Net / MS SQL server Developer	01
5	Senior Java / Oracle / MySQL Developer	01
6	Junior Java / Oracle / MySQL Developer	01
7	Mobile application developer for Android / IOS	01
8	Mobile application developer for Windows	01
9	Application Support Resource	01
10	Middleware Services	01
11	Technical Writers	01
12	Application Tester	01
13	DBA Services	01
14	Business Intelligence Development Service	01

2. Bidders may please note that the BOM given here is tentative and may undergo change/ revision based on the Trust's requirements and solutions proposed by the bidders.
3. Initially the order would be placed for mandatory services only. Order for optional services shall be placed with the successful bidder, as and when such services are required by NCGTC, at the rate not exceeding the rate being contracted herein.

### 35.5.7 Tenure of Contract:

1. The tenure of contract would be initially **for a period of 03 [Three] years starting w.e.f.:**

Contract Start Date	Tenure of contract	Service Provider
22/Jan/2021	22/Jan/2021 – 21/Jan/2024	If short listed bidder <b>is the existing service provider.</b>
22/Dec/2020	22/Dec/2020 – 21/Dec/2023	If short listed bidder <b>is other than the existing service provider.</b>

2. NCGTC reserves the right to extend the services for another 02 years with increase in 10% on the annual rates quoted for the first 3 years with other terms and conditions remaining same.
3. For optional services, period of services shall be from the date of start of such services till the period not exceeding the contract period including extended period, if any.
4. It shall be the responsibility of the successful bidder to depute reasonable resources for smooth take over of the entire operations from the outgoing service provider at the earliest but in no case later than Jan 21, 2021.

### 35.5.8 Delivery Schedule:

1. All the Services as per scope of work shall commence w.e.f. the start date of the contract. Accordingly, the Service Provider should ensure to deploy all the requisite off-site resources **w.e.f. the start date of the contract.**
2. The selected bidder should ensure that the deployed resources should be made available at the current office location of NCGTC as and when required for Requirement gathering / Meetings / User Training, etc. However, in case of any change of NCGTC's office location within the Mumbai MMRDA or Delhi NCR region, Service provider shall deliver all the services at new office location without any additional costs to NCGTC.

## Section D - Terms and Conditions

### 36.1 General

1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its **Annexures & Appendices**. Failure to furnish all information required in the RFP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RFP document may result in rejection of the bid.
2. NCGTC reserves the right to extend the dates for submission of responses to this document with intimation on the Trust's website and CPPP.
3. At any time prior to the deadline for submission of Bids NCGTC may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RFP by amendment and same will be placed on the Trust's website & Central Public Procurement Portal (CPMP) as corrigendum/ addendum for information of all prospective Bidders.
4. All such amendment shall become part of the RFP and same will be notified on Trust's website & CPPP. The Bidders are required to have a watch for any such amendment till the last moment before submitting the bid.
5. NCGTC shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers. NCGTC reserves the right to make any changes in the terms and conditions. NCGTC will not be obliged to meet and have discussions with any Bidder. However, NCGTC, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender or non-issuing a tender document to a prospective bidder.
6. Information provided in this RFP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RFP document as a whole while preparing its proposal for the project. Bidder must get the doubts, if any, clarified by NCGTC before submitting the responses.
7. The bids submitted should be complete in all respects meeting all deliverables under the project. It will be sole responsibility of the selected service provider to deliver each and everything service(s) as per the scope of the project during the contracted period. NCGTC shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
8. Unless agreed to specifically by the Trust in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
9. Unless expressly overridden by the specific agreement to be entered into between the Trust and the successful Bidder, the RFP shall be the governing document for arrangement between the Trust and the Bidders.

10. NCGTC reserves the right to change the required specifications/ scope of work and ask for the revised bids or cancel the process without assigning any reasons thereof.
11. The scope of the proposal shall be based on single point responsibility, completely covering all obligations and providing all deliverables and services required for successful implementation of the Solution specified under this RfP, **on end-to-end solution basis**.
12. The Bidder shall promptly notify NCGTC of any event or conditions, which might delay the completion of deliverables in accordance with the approved schedule and the steps being taken to remedy such a situation.
13. Bidder should guarantee that the hardware, software and allied components brought in by the Service Provider towards the delivery of services as per SOW are licensed and legal.
14. The Bidder/ Service provider is obliged to give enough support to NCGTC's staff, work closely with NCGTC's staff, act within its own authority, and abide by directives/ guidelines issued by NCGTC.
15. The Service provider shall be responsible for managing the activities of its personnel deployed at NCGTC in connection with the services being rendered under this RFP and subsequent purchased order/ contract and will be responsible for any misdemeanors.
16. The Service provider's selection under this RFP document is on the understanding that this RFP contains only the broad provisions for the entire assignment. The Service provider shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for/ incidental to the successful completion of the entire assignment.
17. The Vendor shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/ franchisees and will be accountable for both. The Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Trust. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this RfP.
18. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any assignment under the purchase order to be issued for this RfP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Trust shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors, etc.
19. The Vendor shall hold the Trust, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Trust through the action of its employees, agents, contractors, subcontractors etc.

### **36.2 Commercial Bid**

1. **Currency** – The Bidder is required to quote in Indian Rupees ('INR'/ '₹'). Bids in currencies other than INR may not be considered.
2. **Goods and Service Tax** – Bidder should quote the basic cost and the prevailing taxes separately. The taxes should include all applicable taxes/ levies such as sales tax, custom duties, transportation, installation, service tax, Cess etc., that need to be incurred.
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 NCGTC, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to NCGTC in its favor. This will remain applicable throughout the contract period.
4. It would be bidder's responsibility to identify and factor cost of each and every 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) has to provide the services at its own cost. However, if anything is missed out by NCGTC in the RFP document, NCGTC would bear the additional expenditure to avail the services at the rate mentioned in the commercial bids of the Service Provider for similar such item.
5. The 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.

### **36.3 Service Delivery**

1. To meet NCGTC'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 NCGTC, for the entire period of the contract.
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.
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.

### **36.4 Rules for Responding to the RFP**

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.
2. All responses including Eligibility, Technical (if any) and Commercial bids, all subsequent clarifications received from the bidder in response to NCGTC'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 signatory 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-VI](#).

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.
4. NCGTC 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 NCGTC, the information furnished is incomplete or the Bidder does not qualify for the contract.
5. The Eligibility, Technical (if any) and Commercial bids will have to be signed on all pages by the authorized signatory. Unsigned bids would be treated as incomplete and would be liable to be rejected.
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.
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. NCGTC would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant additional information.
8. Based on the Trust's requirements as listed in this document, the Bidders should architect the best-suited solution that would meet the Trust's requirements and quote for the same.
9. 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.
10. Either the Indian Agent on behalf of the Principal/ OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same item / product. If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM for the same item /product.
11. The bidder shall represent and acknowledge to the Trust that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations in the performance of the provisions of this RFP.
12. The bidder represents that all the services/ offerings quoted by the bidder in response to this RFP meets the requirements of the Trust as stated in this RfP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Trust.

13. The bidder shall represent that the proposed services/ solution and its constituents including documentation and/ or use of the same by the Trust shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder represents and agrees to obtain and maintain validity throughout the project, of all appropriate registration's 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.
14. The Trust will not be responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Trust always 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.
15. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by NCGTC.
16. NCGTC 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.
17. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc., **unless stated expressly for specific activities**, will be payable by the Trust. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Trust for the same.
18. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description complying with the requirement must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. NCGTC may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
19. Responses received become the property of NCGTC 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.
20. The Bidders shall adhere to the terms of this RFP document and shall not deviate from the same. If the Bidders have absolutely 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.

### **36.5 Sub-contracting**

1. Due to the nature and scope of work for the services to be delivered under this RFP, the bidder shall not have the option to sub-contract any of the work under this RFP.
2. The bidder should confirm unconditional acceptance of full responsibility of executing the "Scope of Work" and compliance to the terms and conditions of the RFP in its entirety.

### **36.6 Amendment to the bidding document**

1. At any time prior to the deadline for 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.ncgtc.in](http://www.ncgtc.in)) and also on CPPP Portal.
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.

### **36.7 Bid Security and Performance Guarantee**

#### **36.7.1 Bid Security / Earnest Money deposit (EMD)**

1. All the responses must be accompanied by a refundable interest free security deposit / EMD of **Rs. 1,04,000/- (Rs. One Lakh Four Thousand Only)** in the form and manner as prescribed elsewhere in this document.
2. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
3. The Demand Draft/ Pay Order/ BG should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Trust.
4. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:
  - i) In case the Bidder withdraws its bid within the validity period of the bid for any reason whatsoever;
  - ii) 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 NCGTC tenders, for a period of 03 years.***

5. The EMD will be refunded to the unsuccessful bidders subsequent to the happening of any of the following events:
  - i) Issue of Letter of Intent (LOI)/ Purchase order to selected vendor; **OR**
  - ii) End of the bid validity period including extended period (if any), whichever is earlier
6. Successful bidder will be refunded the EMD amount only after the receipt of **Performance Bank Guarantee** from the Successful Bidders as mentioned in the following section.

### **36.7.2 Performance Bank Guarantee (PBG)**

1. 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.
2. The performance guarantee should be valid for **till three months period beyond the expiry of the contract period** and should have claim period of three months beyond the PBG validity period.
3. The successful Bidder shall provide the PBG after the communication regarding acceptance of the services has been received from the Trust.
4. Payments for the first quarter 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 NCGTC on account of non-submission of PBG by the Service Provider.
5. Notwithstanding anything to the contrary contained in the contract, NCGTC 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 fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
6. If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two quarters or any three quarters in a year, NCGTC will inter- alias, be at liberty to invoke the performance guarantee within the ambit of preceding paragraph in addition to other remedies available to it under the contract or otherwise.
7. 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 NCGTC should entitle the Bidder to a reasonable extension of time, such extension may be considered by NCGTC at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. NCGTC 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**.

### 36.8 Service Level Agreements (SLAs)

1. Service Delivery [Implementation]: As per delivery Schedule
2. Application Maintenance, Support and Managed Services:

#### i. Service Level Definition:

- ❖ Depending on the criticality and severity of any requirement/ call, same may be classified as follows:

Severity Level	Severity Type	Definition
S1	Critical Problems	<ul style="list-style-type: none"> <li>• A problem that affects <b>entire Trust or &gt;= 80% of the users</b> of the Trust e.g. Non availability of application, web server, Database down only (<i>if DBA Services are subscribed from Service provider</i>) etc.</li> <li>• A problem which effects more than one department's work.</li> <li>• A problem by Member Lending Institutions in accessing application.</li> </ul>
S2	Major Problems	<ul style="list-style-type: none"> <li>• A problem that affects a department/ section of NCGTC or a MLI.</li> </ul>
S3	Moderate Problems	<ul style="list-style-type: none"> <li>• A problem that affects a <b>typical user group</b> e.g. Non availability/ failure of a module etc.</li> </ul>
S4	Minor Problem	<ul style="list-style-type: none"> <li>• A problem that affects a typical user.</li> </ul>

- ❖ Appropriate Severity Level shall be assigned by Project Manager in consultation with the NCGTC Project In-charge.
- ❖ Resolution time for **new development** related calls shall be mutually decided and fixed up accordingly.

#### ii. Service Level Targets:

- ❖ Following would be the Service Level Targets to be met for **support related calls**:

Severity Level	Response Time	Resolution Time	Calculation Window
S1	20 min	1 Hr.	Quarterly
S2	30 min	2 Hr.	
S3	40 min	3 Hr.	
S4	50 min	4 Hr.	

- ❖ Following would be the Service Level Targets to be met for **new development/ enhancement/ modification/ bug-fixes related calls**:

Severity Level	Response Time	Resolution Time*	Calculation Window
S4	1 day	5 days	Quarterly
S3	1 day	3 days	
S2	4 Hours	2 days	
S1	1 Hour	1 days	

- \* For **new development** requirements, **the resolution time** shall be mutually decided by the Project Manager and the NCGTC project manager.

- ❖ Following would be the Service Level Targets to be met for **Managed Services related calls, If any:**

Response Time <sup>\$\$</sup>	Resolution Time <sup>\$\$</sup>
30 minutes	60 minutes

<sup>\$\$</sup> - from the time when call is logged

**Note: In the event of hardware failure leading to Operating System and/ or Database recovery, resolution time would be 04 Hrs. from the time the server is handed after installation of Operating System.**

**Response time** indicates the maximum time within which the call should be attended/ responded to and assigned to appropriate resource for resolution.

**Resolution time** indicates the maximum time within which the call should be resolved after the call has been assigned.

**iii. Service Level Targets (SLTs) Compliance:**

- ❖ The Service Provider should ensure maintaining following compliance levels for each of the Service Levels across service categories, if applicable -

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

**iv. Compliance Measurement Matrix:**

- ❖ Actual Response and Resolution time under respective Service Levels viz. S1, S2, S3 & S4 will be measured as follows:

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

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

### 36.9 Penalty Clauses for services

1. Compliance of service level requirement towards respective service category will be separately measured on quarterly basis.
2. Shortfall in achieving SLA compliance for respective service area will attract penalty and will be charged every quarter on the total payable for respective service for the quarter.
3. For application maintenance and support, the total amount payable towards the cumulative cost of resources for the quarter shall be considered for calculation of penalty.
4. Penalties as prescribed hereunder shall be calculated separately for each service area but applied cumulatively. For example, if the penalty towards Application Maintenance & Support is x, towards Managed Services is y and is z towards resource absence for a particular quarter, then the total applicable penalty for the quarter would be (x+y+z).

The details of penalty calculation for various SLA parameters are mentioned below:

#### 36.9.1 Service Delivery [Implementation]

In the event of non-provisioning of services including non-deployment of resources or not starting the services as per the delivery schedule, if applicable, **penalty at 1% of the annual contract value of respective resource/ service** will be charged for every week's delay subject to maximum of 10% of the annual contract value for respective resource/ service cost.

#### 36.9.2 Application Maintenance, Support & Managed Services:

- i. In the event of service level targets not being met, following penalties shall be applicable for managed services:

Shortfall in SLT by	Penalty (%)
<= 1 %	1
> 1% and <= 3 %	3
> 3% and <= 5 %	5
> 5% and <= 6 %	6
> 6% and <= 8 %	8
> 8% and <= 10 %	10

- ii. Penalty for the quarter will be calculated as:

$$\text{Penalty amount} = \text{Penalty (\%)} \times \text{Total services Cost for the quarter.}$$

- iii. For application maintenance and support, **the total amount payable towards the cumulative cost of resources for the quarter** shall be considered for calculation of penalty.

- iv. However, the aggregate penalties that may be levied in a quarter towards the aforesaid managed services shall be limited to 10% of amounts payable quarterly for managed service.

#### 36.9.3 Resource Attendance in case of Resource Deployed Under Optional Services:

- i. 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:

Penalty beyond permissible leave of absence (Max. 12 in a year)	
where continuous leave of absence <= 10 working days	where continuous leave of absence > 10 working days
20% of man-day rate per day over & above man-day rate	30% of man-day rate per day over & above man-day rate

**For example:** Suppose, as on the first day of his absence, his accumulated leaves were 05 and the resource was absent for 18 days. So the penalty will be applicable for 13 days (18-5) days calculated as  $[(X+X*20%)*10 + (X+X*30%)*3]$ , assuming X is **man-day** rate for the resource.

***In case service provider fails to achieve compliance level of services successively in two quarters or any three quarters in a year, NCGTC will reserve the right to re-look at the contract and redefine Service level agreement and penalty clauses to safeguard its interest.***

### **36.10 Payment Terms**

1. Bidder [Service Provider] will be paid in quarterly equal installments after the end of the quarter.
2. Payment of any quarter will be made after deducting TDS/ other taxes and applicable penalty pertaining to the quarter.
3. Payment of first installment will be released only after the receipt of Performance Bank Guarantee.
4. Payment for subsequent quarters will be made only after payment of previous quarters has been released.
5. All the payments including refund of EMD (if submitted in the form of DD/ Pay order) will be made by NCGTC Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's Banker] **Bank Mandate Form** as per format prescribed in **Annexure–XII**.
6. The payment with regards to the service rendered by the selected bidder shall be released by NCGTC on a quarter basis after submission of updated / latest source code by the selected bidder.

### **36.11 Termination Clause**

NCGTC shall reserve the right to terminate the contract by giving 90 days' notice to the Service Provider, in the event of one or more of the following situations:

1. **Out of convenience** – termination of all the services after 01 year or termination of services partially after 06 months from the start date of the contract. The Bidder shall not have the right to terminate contract for convenience.
2. **On happening of one or more of the following events:**
  - i) Shortfall in achieving required Service Levels successively in two quarters or any three quarters in a year.
  - 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 bidders 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 90 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 90 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. In such event, NCGTC may terminate the contract by giving even a **short notice of less than 90 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.

### **36.12 Payment in case of Termination of contract**

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.
2. However, in the event of Service Provider becoming bankrupt or insolvent, NCGTC shall not be

liable to make any payments whatsoever.

### **36.13 Insurance**

1. Service provider shall be responsible for ensuring necessary health or life insurance of the resources throughout the contract period. In no event Service Provider shall claim from NCGTC for any threat/ loss to life or health of resources due to any hazards inside the NCGTC premises.
2. Service provider shall be responsible for taking necessary insurance of all the hardware/ software owned and installed by the service provider inside NCGTC premises for the delivery/ SLA monitoring of services as per SOW.

### **36.14 Rules for Evaluation of Responses**

1. To assist in the scrutiny, evaluation and comparison of responses/ offers, NCGTC 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. NCGTC has the right to disqualify the Bidder whose clarification is not received by NCGTC within the stipulated time or is found not satisfactory/ suitable to the proposed project.
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, NCGTC 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.
3. NCGTC may appoint the services of an external consultant/ agency for evaluation of the bids.
4. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/ documents because of any non-disclosure agreement with its other customer or for any other reason whatsoever. NCGTC would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
5. NCGTC may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of NCGTC contains any false or misleading claims or statements. NCGTC shall not be liable for excluding or rejecting any such proposal.
6. NCGTC 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. NCGTC would not give any clarification/ explanation to the concerned bidder in case of such rejection.
7. NCGTC 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.
8. NCGTC 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, NCGTC 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.

### **36.15 Corrupt and fraudulent practice**

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:

“**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.

“**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.

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.

### **36.16 Waiver**

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.

### **36.17 Violation of terms**

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.

### **36.18 Confidentiality**

1. This RFP contains information proprietary to NCGTC. 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 NCGTC. The Bidders shall submit a non-disclosure agreement as per [Annexure – XI](#) on non- judicial stamp paper of appropriate value at the time of submission of bids.
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.

### **36.19 IPR Infringement**

1. As part of this project, bidder / service provider will deliver different software/ hardware/ services, if the use of any such software/ hardware/ services by / for NCGTC, infringes the intellectual property rights of any third party, Service provider shall be primarily liable to indemnify NCGTC to the extent of direct damages against all claims, demands, costs, charges,

expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to software/ hardware/ services provided/ used by Bidder/ Service provider under this project.

### **36.20 Limitation of liability**

1. Save and except the liability under Section of 'IPR Infringent' 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.

### **36.21 Rights to Visit**

1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to NCGTC or its designees at any time during normal business hours, as often as NCGTC deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. NCGTC, its regulatory authorities, statutory authorities reserves the right to verify, through their officials or such other persons as NCGTC 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.
3. The Trust and its authorized representatives, including its regulatory authorities / statutory authorities 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.

### **36.22 Audit**

1. The vendor shall allow the Trust, its authorized personnel, its auditors (internal and external), authorized personnel from its regulatory & statutory authorities, and grant unrestricted right to:
  - i) Inspect and audit its books and accounts and to provide copies of any audit or review reports and findings made on the service provider, directly related to the services related to this RfP. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.
  - ii) Right to remotely monitor access to NCGTC's data and /or audit the log of access to NCGTC's data.

### **36.23 Compliance with Statutory and Regulatory Provisions**

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.

### **36.24 Taxes and Duties**

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 NCGTC and meant to be deposited with appropriate Govt. authorities, shall be the sole responsibility of the vendor.
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.

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.
4. **Tax deduction at Source** – Wherever the laws and regulations require deduction of such taxes at the source of payment, the Trust shall effect 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.

### **36.25 Right of Publicity**

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

### **36.26 Resolution of Dispute**

1. NCGTC 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, NCGTC 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.
2. The dispute resolution mechanism to be applied shall be as follows:
  - i) In case of Dispute or difference arising between NCGTC 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.
  - ii) 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;
  - iii) The cost and expenses of Arbitration proceedings will be equally shared and paid by both the parties.
3. The agreement/ contract shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.
4. No conflict between the BIDDER and NCGTC shall cause cessation of services. Only by mutual consent the services will be withdrawn.
5. NCGTC 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.

### **36.27 Force Majeure**

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 subsequent to this RFP is the result of an event of Force Majeure.
2. If a Force Majeure situation arises, successful bidder shall promptly notify NCGTC in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed

by NCGTC 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.

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, NCGTC and the successful bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
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.

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

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

The SURGE and associated Application S/w Maintenance, Support and Managed Services for NCGTC for the purpose and the form in which such portals may assumed during the course of operation, development and deployment, are proprietary assets of NCGTC with all intellectual property and associated rights. Therefore, agrees that:

- a. The Bidder shall hold NCGTC'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 NCGTC 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 NCGTC 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 NCGTC and identity of Customers, Customer Prospects, and/or Vendors that is not generally known outside NCGTC, 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 NCGTC 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 NCGTC employees and other business contacts of Application; and (11) the techniques, methods, and strategies by which the NCGTC 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 NCGTC 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 NCGTC, 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.

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

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.
2. The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at Annexure – XIV 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
3. NCGTC is in the process of obtaining the details of Independent External Monitor (IEM) from Central Vigilance Commission (CVC) and, the same would be advised on receipt from CVC in due course.

### **36.30 Indemnity**

1. The Bidder/ successful bidder shall indemnify the Trust, and shall always keep indemnified and hold the Trust, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Trust as a result of:
  - i) Trust's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP document; and/or
  - ii) An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP document; and/or
  - iii) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Trust; and/or
  - iv) Breach of any of the term of this RFP document and/or of the agreement to be entered subsequent this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RFP document and/or of the agreement to be entered subsequent this RfP; and/or
  - v) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - vi) Breach of confidentiality obligations of the Bidder contained in this RFP document; and/or
  - vii) Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
  - viii) The use of unlicensed and illegal Software and/or allied components by the successful Bidder.
  - ix) Infringement of 3rd party intellectual property rights and inappropriate disclosure or data breach.
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 defense and settlement of the claims.

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.

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

1. NCGTC is governed by provisions of the 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.



**Annexure – I. Bid Covering Letter**  
*(To be submitted on Bidder's company letter head)*

Date:

The Deputy General Manager  
NCGTC,  
Swavalamban Bhavan, 6th Floor, C-11,  
G Block, Bandra-Kurla Complex, Bandra (E),  
Mumbai – 400051

Dear Sir,

*Application S/w Maintenance, Support and Managed Services*  
**(Rfp No. NCGTC/2020-21/IT/01 dated 03/11/2020)**

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 <out of a, b & c below, please remove which is not applicable>:**
  - a. Not submitted as we are a registered MSE and exempted as per the provisions under para 36.29 of the RFP.
  - b. **Bid Price:** We have enclosed a Demand Draft/ Banker's Cheque of the sum of **Rs. 1000/- (Rs. One 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 **Rs. 1,04,000/- (Rs. One Lakh Four 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		NCGTC Office, Mumbai	
Site Visit		<pl. give the details of the customer referred>	

- 4.** We also undertake to have read, understood and accepted SOW and the terms and conditions specially those related to evaluation and selection processes mentioned in the RFP except for the points mentioned in **Annexure-V (Statement of deviations)** which NCGTC may or may not consider. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said selection processes defined in the RFP in any future date. We understand that our bid is binding on us and the persons claiming through us and that you are not bound to accept a bid you receive.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

Yours sincerely,

---

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

---

**Annexure – II. Minimum Eligibility Criteria**

(Rfp No. NCGTC/2020-21/IT/01 dated 03/11/2020)

S. No	Criteria	Bidder's Response																
<b>A.</b>	<b>General information about bidder:</b>																	
1	Name of the bidder company																	
2	Year of establishment																	
3	Type of Company. <i>[Govt./ PS / Pub. Ltd/ Pvt. Ltd/ Partnership/ Proprietary]</i>																	
4	Bidder should be a registered Company incorporated in India under Companies Act 1956 and in operations for at least 05 years. If Yes, provide Registration No. and date of registration. <i>[Copy of Registration Certificate to be enclosed]</i>																	
5	Address of Registered Office with contact numbers [phone /fax/mail]																	
6	Address of Local Office at Mumbai (MMRDA) with contact numbers [phone /fax/mail] Address of Local Office at Delhi (NCR) with contact numbers [phone /fax/mail]																	
7	PAN No.																	
<b>8</b>	<b>Contact Details of Bidder authorized to make commitments to NCGTC</b>																	
a	Name																	
b	Designation																	
c	Mobile No.																	
d	Fax No.																	
e	Mail Id																	
9	MSE Status as per the definition at <b>para 36.31</b> of the RFP < <b>tick appropriate</b> >: <input type="checkbox"/> Company <b>does not qualify</b> the status of MSE. <input type="checkbox"/> Company <b>does qualify</b> the MSE status. Relevant document is attached herewith. <i>&lt;please attach MSE registration certificate or a certificate from Chartered Accountant&gt;</i> .																	
<b>B.</b>	<b>Eligibility Criteria</b>																	
10	The Bidder should have: <b>i.</b> An average annual turnover of minimum Rs.70 crore for any of the last three audited financial years. <b>AND</b> <b>ii.</b> The Bidder should have positive net worth and cash profit ( <b>i.e. no cash loss</b> ) in at least 02 of the last 03 audited financial years. <b>AND</b> <b>iii.</b> Tangible Net worth of Rupees 70 Crore in the last audited financial year <i>[Certificate of auditors/ Chartered Accountant for last three audited financial years mentioning turnover, net worth and cash profit to be enclosed. Copies of the balance sheets are not desirable]</i> <i>If audited financial reports of 2019-20 are available then last three years to be considered are FY 17-18, 18-19, 19-20 otherwise FY 16-17, 17-18, 18-19</i>																	
	<table border="1"> <thead> <tr> <th>Audited FY →</th> <th>FY 20__-20__</th> <th>FY 20__-20__</th> <th>FY 20__-20__</th> </tr> </thead> <tbody> <tr> <td>Turn Over</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net Worth</td> <td></td> <td></td> <td></td> </tr> <tr> <td>PAT</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Audited FY →	FY 20__-20__	FY 20__-20__	FY 20__-20__	Turn Over				Net Worth				PAT				
Audited FY →	FY 20__-20__	FY 20__-20__	FY 20__-20__															
Turn Over																		
Net Worth																		
PAT																		
11	The company should be certified at: <b>i.</b> <b>SEI CMM Level 3</b> or above <b>ii.</b> ISO 9001:2008 <b>iii.</b> ISO/IEC 27001:2005 or above <i>[Supporting document – copy of the certificates valid as on the date of the RFP]</i>																	
12	The bidder company should have successfully architected & developed & maintained (end-to-end) at least two (02) large-scale web-based projects, each having minimum order value of 75 Lakh or above, during last 03 years as on date of this RFP, for the customers from Credit Guarantee Background Or Banking and Financial Services domain. <i>[Supporting document – copies of the purchase orders/ client certificates/</i>																	

S. No	Criteria	Bidder's Response												
	<i>CA certified self-declaration (only for projects having NDA clause) detailing project cost, duration and scope. Itemised/ individual costs may be masked, if bidder so desires]</i>													
13	Bidder should provide the details, as under, of <b>at least 02</b> customers for projects as referred at sr. no. 12 above.													
	<table border="1"> <thead> <tr> <th>Customer Name</th> <th>Contact Person (Name, designation, phone no. &amp; email id)</th> <th>Project Details (separate sheet may be attached, if required)</th> <th>Project duration (no. of years) &amp; No. of resources deployed.</th> </tr> </thead> <tbody> <tr> <td>i</td> <td></td> <td></td> <td></td> </tr> <tr> <td>ii</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Customer Name	Contact Person (Name, designation, phone no. & email id)	Project Details (separate sheet may be attached, if required)	Project duration (no. of years) & No. of resources deployed.	i				ii				
Customer Name	Contact Person (Name, designation, phone no. & email id)	Project Details (separate sheet may be attached, if required)	Project duration (no. of years) & No. of resources deployed.											
i														
ii														
14	Bidder should have minimum 100 developers on bidder's roll in India as on the date of this RFP. Out of above 100, 15% developers should be ASP, DotNet, Microsoft SQL Server.													
15	The Bidder should not have been black-listed or faced legal action or rated unsatisfactory by any Public Sector Bank, Trust, RBI or IBA or any other Government agency as on date of this RFP. <i>[Self-declaration/ certification to this effect should be submitted]</i>													
16	Bidder should have an office in Mumbai MMRDA and Delhi NCR Region both to handle the project smoothly.													
17	Bidder should attach Appendix to <b>Annexure-II. Resource Deployment and Service Delivery plan</b> with all relevant details and resume of requested resources (02 in each category) proposed to be deployed at NCGTC.													

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

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

**Annexure – III. Commercial Bid**

(RFP No. NCGTC/2020-21/IT/01 dated 03/11/2020)

[Amt in Rs]

Sr. No.	Resource / Service	Resource / Service Quantity (a)	Monthly Unit Rate (Excl. of Taxes) (b)	Monthly Resource / Service Cost (Excl. of Taxes) (c) = (a) x (b)	Annual Resource / Service Cost (Excl. of Taxes) (d) = (c) x 12
<b>I. Mandatory Services</b>					
1	<b>Mandatory Services</b> (Application Maintenance and Support as per SOW off-site resources + Cloud Based Tools for Project Management, Call Tracking and SLA Monitoring and Source Code Management)	1			
2	<b>Total Cost of Mandatory services for 01 year: [A] = [1]</b>				
<b>II Optional Services</b>					
3	Project Lead Role	1			
4	Business Analyst	1			
5	Senior .Net / MS SQL Server Developer	1			
6	Junior .Net / MS SQL Server Developer	1			
7	Senior Java / Oracle / MySQL Developer	1			
8	Junior Java / Oracle / MySQL Developer	1			
9	Mobile application developer for Android / IOS	1			
10	Mobile application developer for Windows	1			
11	Application Support Resource	1			
12	Middleware Services	1			
13	Technical Writers	1			
14	Application Tester	1			
15	DBA Services	1			
16	BI Development Service	1			
17	<b>Total Cost of Optional Services for 01 year: [B] = [3+4+5+6+7+8+9+10+11+12+13+14+15+16]</b>				
18	<b>Total Cost of Services (Mandatory + Optional) for 01 year: [C] = [A]+[B]</b>				
19	<b>Total Cost of Ownership (TCO) of Services for 03 Years: [D] = [C]x3</b>				

**Important:** Bidders are requested to note the following:

- The bidder has to quote all the prices exclusive of taxes. The taxes will be calculated as per applicable rates at the time of quarterly billing at the end of quarter.
- Price for all the components will be considered for evaluation of commercial bid.
- Masked commercial bids must be given with Minimum Eligibility Bid.
- Rate quoted for mandatory and optional items must be valid for a period of 03 years, NCGTC reserves the right to extend the services for another 02 years with increase in 10% on the annual rates quoted for the first 3 years with other terms and conditions remaining same.

---

Date \_\_\_\_\_ Signature of Authorised Signatory ...  
Place \_\_\_\_\_ Name of the Authorised Signatory ...  
Designation ...

Name of the Organisation ...

Seal ...

---

## Annexure – IV. Declaration Regarding Clean Track Record

*(To be submitted on Bidder's company letter head)*

Date:

The Deputy General Manager  
NCGTC,  
Swavalamban Bhavan, 6th Floor, C-11,  
G Block, Bandra-Kurla Complex, Bandra (E),  
Mumbai – 400051

Dear Sir,

Application S/w Maintenance, Support and Managed Services  
(Rfp No. NCGTC/2020-21/IT/01 dated 03/11/2020)

I have carefully gone through the Terms & Conditions contained in the RFP No. **NCGTC/2020-21/IT/01 dated Nov 03, 2020** regarding selection of the vendor for providing Application S/w Maintenance, Support and Managed Services as per SOW contained in the said RfP, to NCGTC. We undertake that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India, as on date of this RfP. We also undertake that we are not involved in any legal case that may affect the solvency/ existence of our firm or in any other way that may affect our capability to provide/ continue to provide the services to the Trust.

I further certify that I am the competent officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

---

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

---

### **Annexure – V. Statement of Deviations**

*(To be submitted on Bidder's company letter head)*

**(RFP No. NCGTC/2020-21/IT/01 dated 03/11/2020)**

Bidders are required 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.

NCGTC 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 NCGTC will not entitle the bidder to submit a revised commercial bid. In case of any divergence in the stand taken by NCGTC and the bidder on any specific deviation, NCGTC reserves the right to not accept the deviation and disqualify the bidder in the technical evaluation process and the commercial bid in such cases shall not be opened.

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

<b>List of Deviations – RFP for Application S/w Maintenance, Support and Managed Services</b>			
<b>S. No.</b>	<b>Clarification point as stated in the tender document</b>	<b>Page / Section Number in RFP</b>	<b>Comment/ Suggestion/ Deviation</b>
1.			
2.			

*<additional rows may be added, if required>*

---

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

---

**Annexure –VI. Letter of Competence**

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

**(RFP No. NCGTC/2020-21/IT/01 dated 03/11/2020)**

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

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

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

Thanking you,

Yours sincerely,

---

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

---

**Annexure – VII. Power of Attorney**

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

**(Rfp No. NCGTC/2020-21/IT/01 dated 03/11/2020)**

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_ on \_\_\_\_\_, 2020, 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 ‘National Credit Guarantee Trustee Company Ltd (NCGTC)’ relating to ‘**Request for proposal No. RFP No. NCGTC/2020-21/IT/01 dated Nov 03, 2020 for Application S/w Maintenance, Support and Managed Services**’ and to attend meetings and hold discussions on behalf of the Company with NCGTC 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

\_\_\_\_\_  
\_\_\_\_\_

WITNESS:

Signature of \_\_\_\_\_

\_\_\_\_\_  
Attested  
\_\_\_\_\_

## **Annexure – VIII. 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**

#### **The Deputy General Manager**

National Credit Guarantee Trustee Company Ltd,  
Swavalamban Bhavan, 6th Floor, C-11,  
G Block, Bandra-Kurla Complex, Bandra (E),  
Mumbai – 400051

KNOW ALL MEN BY THESE PRESENTS that in consideration of the National Credit Guarantee Trustee Company Ltd (NCGTC), a company setup by Govt. of India, and having its Office at Swavalamban Bhavan, 6th Floor, C-11, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051 (hereinafter called the NCGTC ) having agreed to award a contract to M/s. <Service Provider Name> having its office at <Service Provider's Office Address>, (hereinafter called "the Service Provider") for "Application S/w Maintenance, Support and Managed Services" on the terms and conditions contained in the Purchase order No... dated placed with the Service Provider and NCGTC (hereinafter called "the said Order") which terms, interalia, stipulates for submission of Bank Guarantee for 10% of the contract value i.e. ` (Rupees only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address)\_\_\_\_\_, having its principal/ registered office at\_\_\_\_\_and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address)\_\_\_\_\_(herein after referred to as (Bank name)\_\_\_\_\_which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No\_\_\_ \_\_\_\_\_in favor of National Credit Guarantee Trustee Company Ltd  
**(NCGTC)**

1. We, do hereby unconditionally and irrevocably undertake to pay to NCGTC, 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 NCGTC 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 NCGTC regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to NCGTC 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 "**Application S/w Maintenance, Support and Managed Services**" to NCGTC in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.

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 NCGTC 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 NCGTC 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 NCGTC 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 NCGTC or any indulgence by the NCGTC 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. 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 NCGTC 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 ..... , 2020.

SIGNED, SEALED AND DELIVERED. BY

AT

IN THE PRESENCE OF WITNESS :

1) Name.....  
Signature.....  
Designation.....

2) Name.....  
Signature.....  
Designation.....

**Annexure – IX. Letter of Conformity**  
*(To be submitted on Bidder's company letter head)*

**The Deputy General Manager**  
National Credit Guarantee Trustee Company Ltd,  
Swavalamban Bhavan, 6th Floor, C-11,  
G Block, Bandra-Kurla Complex, Bandra (E),  
Mumbai – 400051

**Date-----**

Dear Sir,

Application S/w Maintenance, Support and Managed Services  
(Rfp No. NCGTC/2020-21/IT/01 dated 03/11/2020)

We, the undersigned bidders, having read and examined the aforesaid RFP document, issued by NCGTC and hereinafter referred as '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-V** 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,

---

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

---

## Annexure – X.EMD / Performance Security Form

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

**To:**

**The Deputy General Manager**  
National Credit Guarantee Trustee Company Ltd,  
Swavalamban Bhavan, 6th Floor, C-11,  
G Block, Bandra-Kurla Complex, Bandra (E),  
Mumbai – 400051

WHEREAS .....(Name of Vendor) (Hereinafter called the ‘the Vendor’) has undertaken, in pursuance of Request for Proposal (RFP) No. **NCGTC/2020-21/IT/01 dated 03/11/2020** for the **“Application S/w Maintenance, Support and Managed Services”** (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 scheduled 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 ----- 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 NCGTC in writing.

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

WE do hereby guarantee and undertake to pay forthwith on demand to NCGTC 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;
- (iii) 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;
- (iv) 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;

- (v) 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;
- (vi) 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 above.

This guarantee is valid until the ..... day of **<validity date>** and a claim in writing is required to be presented to us within three months from **<validity date>** i.e. on or before **<claim period>** failing which 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)

.....

Date.....

Address .....

.....

.....

\*\*\*\*\*

## Annexure – XI. Non-Disclosure Agreement

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

WHEREAS, We, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “**Application S/w Maintenance, Support and Managed Services**” as per scope defined in the **Request for Proposal (RFP) No. NCGTC/2020-21/IT/01 dated 03/11/2020** for National Credit Guarantee Trustee Company Ltd(NCGTC), having office at Swavalamban Bhavan, 6th Floor, C-11, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051, (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,

---

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

---



Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature of the party / Authorized Signatory

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

Trust's stamp :

Date :

(Signature of the Authorized Official from the Bank)

**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 Bank 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.

**Annexure – XIII. Support Escalation Matrix**

(Rfp No. NCGTC/2020-21/IT/01 dated 03/11/2020)

S No.	Contact Level	Name & Designation	Full Office Address	Phone No.	Mobile No.	Fax No.	e-mail
<b>A. Delivery Related Issues</b>							
1	First level Contact						
2	Second Level Contact (if response not received in 08 hrs.)						
3	Regional / Zonal Head (If response not recd. in 24 Hours)						
4	Country Head (if response is not recd. in 48 hrs.)						
<b>B. Service related Issues</b>							
1	First level Contact						
2	Second Level Contact (if response not received in 08 hrs.)						
3	Regional / Zonal Head (If response not recd. in 24 Hours)						
4	Country Head (if response is not recd. in 48hrs.)						

Any change in these details shall be immediately informed to the Trust.

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

## Annexure – XIV. Pre-contract Integrity Pact

(Rfp No. NCGTC/2020-21/IT/01 dated 03/11/2020)

(To be submitted on bidder's letter head. Shortlisted bidders to submit on non-judicial stamp paper of ` 100/-)

### 1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_ place on ---- day of the month of ----, 2020 between National Credit Guarantee Trustee Company Ltd (NCGTC), and having its Office at Swavalamban Bhavan, 6th Floor, C-11, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051 (hereinafter called the “BUYER”/ NCGTC ), 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 to select the Seller for providing “**Application S/w Maintenance, Support and Managed Services**” 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 Trustee Company set up by GOI.

NOW, THEREFORE,

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

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

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

### 2 Commitments of the BUYER

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facia found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3 Commitments of BIDDERS**

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

#### 4 Previous Transgression

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

#### 5 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount towards Earnest Money Deposit in the form, manner and validity as prescribed in the tender document.
- 5.2 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
- 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.

#### 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 three 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/ extended/ is not supplying/ extending similar products/ services /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/ services/ 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 The BUYER may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

#### **9 Facilitation of Investigation**

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

#### **10 Law and Place of Jurisdiction**

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

#### **11 Other Legal Actions**

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

#### **12 Validity**

- 12.1 The validity of this Integrity Pact shall be till the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including extended period, if any, whichever is later. In case the BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of this 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

NCGTC

Witness

Witness

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

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

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

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

**Appendix to Annexure-II. Resource Deployment and Service Delivery Plan**  
(Rfp No. NCGTC/2020-21/IT/01 dated 03/11/2020)

**Annexure: XV. Technical Bid**

Sr. No.	Criteria	Documents to be provided	Document Provided (Y/N)	Page No.
1	The Bidder should have application development / maintenance experience in following technologies in last 3 (three) years i.e. from April 1, 2017 onwards:			
i	Experience of application development projects in Credit Guarantee Domain	Work Order and completion certificate from client		
ii	Experience of application development projects in Banking and Financial Services domain	Work Order and completion certificate from client		
iii	Experience in development and implementation of ASP DotNet, C#, MSSQL based project	Work Order and completion certificate from client		
iv	Experience in development and implementation of API / Web Services in Banking and Financial Services domain	Work Order and completion certificate from client		
v	Experience in Tableau, Power BI or any other BI development tool in Banking and Financial Services domain	Work Order and completion certificate from client		
2	Experience in providing resources for software development in last 3 (three) years i.e. from April 1, 2017 Onwards	Work Order and completion certificate from client		
3	Presentation to showcase development capabilities (maximum 8-10 slides only)	Presentation hard copy (and Soft Copy in Pen Drive)		

## Annexure XVI. Indicative List of Modules and Sub-Modules

**Following is the indicative list of various modules and sub-modules available in the SURGE and related systems. NCGTC will arrange a demo of application if required:**

### **SURGE – Main Business Application**

#### Home Page

Dashboard for NCGTC users. List of all pending requests from MLIs is displayed here.

#### MLI Management

Create MLI, Map scheme, etc. functionalities.

#### Trust Management

Create Trust, Add Trustee, Bank details, Documents, Dockets, etc.

#### Email Setup

Email configuration, content, event, etc.

#### Access Management

User management, Role-menu matrix, Role Master, MLI administrator management, Unlock user.

#### MLI User Management

MLI member id creation

#### Payment Management

Fee payment reference, Fee payment reconciliation, Approve MLI payment, Fee Payment History, Receipts / Receivables, Outward payment management, Approve outward payment, Recovery payment reference, Recovery payment reconciliation, Recovery payment history, Approve Recovery payment,

#### Recovery Management

Recovery history, Recovery Payment, Recovery reconciliation – CGFMU Scheme

#### Portfolio Management

Manage Portfolio - Create MLI wise, Period wise Portfolio for CGFMU Scheme  
Portfolio Transition – To transit portfolio to next period for CGFMU Scheme

#### Tax Master

Create Tax Head

#### Risk Premium Management

Define parameters and assign risk values for CGFMU and CGFSI Schemes

#### Agreement Management

Add agreement for CGFF scheme

#### Establishment Management

Add establishment for CGFF scheme

#### CG Management

Search / View CG, Revoke CG, Close CG, Update CG, etc.

#### BI Reports

#### BI Dashboard

#### MLI Dashboard

#### NCGTC Reports

Reports based on various groupings as Category, State, District, MLI, etc. NPA reports, Fee received, Guarantees approved, MLI registration status, CGFMU performance summary, etc.

#### Claim Management

Claim Settlement History, Claim Settlement (CGFMU), Claim Settlement (CGFSI/EL/SD)

Release Lapse

MLI wise, Trust wise release lapse

Announcement Management

Add news, publish, etc.

Status Report

Scheme wise status report

CG Refund

MLI wise scheme wise CG refund

Refund History

Refund history

Transaction Status

Report – status of transactions

Live Guarantees

Report – Live guarantees report

Recovery management

CGFMU scheme – Recovery, recovery history, recovery payment, recovery reconciliation.

Mudra Tentative Bill

Report for MLI to generate tentative bill – CGFMU Scheme

CGFSI Claim

CGFSI claim management

CGFSI Final Claim

CGFSI Final claim management

Input File Management

To upload the input XML file for New CG, Update CG, CG Continuity, CG Claim, etc. functionalities by MLI.

**SURGE Roles:**

Sr. No.	Role	Organization	Description
1	NCGTC Admin	NCGTC	Administrator
2	NCGTC CEO	NCGTC	CEO
3	NCGTC Main Accountant	NCGTC	Checker - Accounts
4	NCGTC Accountant	NCGTC	Maker - Accounts
5	NCGTC Approver	NCGTC	Checker - Operations
6	NCGTC Creator	NCGTC	Maker - Operations
7	MLI Admin	MLI	Administrator
8	MLI Approver	MLI	Checker
9	MLI Creator	MLI	Maker

**SURGE – BI Reports (Smarten BI Tool)**

1. New Guarantees => Category wise
2. New Guarantees => State wise
3. New Guarantees => District wise
4. New Guarantees => MLI wise
5. CG Fee Details
6. Mudra BatchDAN

7. Mudra Cumulative CGs
8. Mudra Live CGs
9. CG Fee Received
10. Portfolio Status
11. CG Fee Details
12. CG Fee Summary
13. New CGs PI Chart
14. Status of Transaction Mudra
15. Status of Transaction Other

### **SURGE – Financial Accounting System (FAS)**

-  Finance Accounting
-  Masters
-  Master Reports
  -  Group Master Report
  -  Sub Group Master Report
  -  Opening Balance Report
  -  SL Type Master
  -  Prev. Year Closing Balances report
  -  SL Master Reports
  -  GL Name of SL
-  Vouchers
  -  General Voucher
  -  Print All Vouchers
  -  Print Unposted Vouchers
-  Schedule & Groups
-  Reports
  -  List of Schdeule/Group
-  Reconciliation

-  Bank Statement Import
  -  Bank Reconciliation
  -  Reconciled Bank Statement Report
  -  Reconciled Vouchers Report
-  Reports
-  Financial Reports
  -  Balance Sheet
  -  Profit & Loss
  -  Trial Balance SL Wise
  -  Print Schedules/Group Format I
  -  Trial Balance GL Wise
-  Other Reports
  -  SL Report
  -  Cash Book
  -  Bank Book
  -  Account Head Drilldown Report
  -  Chart of Accounts
  -  Voucher Report
  -  Journal Book
  -  GL Report
  -  Cancel Voucher Report
  -  Used SLs For a GL
  -  Cheque Register

-  Offline Payment Register
-  Monthly Summary Report
-  Security/Utility
-  User Management
-  Change Password

**SURGE – Fixed Deposits Module (FD) / Mutual Fund Module (MF)**

FD MASTER

- Bank Type:
- Bank Group:
- Investee Master:
- Investee Branch/Location Master:
- Instrument Type:
- Duration Term Master:
- Interest Compounding Frequency:
- Interest Credit Frequency:
- TDS Deduction Rate:
- Exposure Norms - Duration Wise:
- Exposure Norms - Instrument Wise:
- Exposure Norms - Institution Wise:
- Exposure Norms - Investee Wise:

MF MASTER

- Fund Type:
- Mutual Fund Plan:
- Mutual Fund Houses:
- Mutual Fund Option:
- Mutual Fund Scheme:
- Mutual Fund Rating:

FIXED DEPOSIT

- FD Entry
- FD Reconciliation Approval
- Interest Accrual
- Adjustment Entry
- Redemption
- Purchase

<u>Masters</u>	<u>Fixed Deposit</u>	<u>Mutual Funds</u>	<u>Reports</u>
Bank Type	Entry/Edit Fixed Deposit	Profit Report – FIFO	Exposure Report
Bank Group	FD Monitoring/ Maturity	Yield Report	
Instrument Type	Accrued Interest Voucher Preparation	Profit Report – Weighted Average	

Request for Proposal for Application Support and Managed Service for NCGTC

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Investee Master	FD Summary Report		
Investee Branch/ Location Master	Interest Accrual Report		
Investee Account Detail Master	FD Income Summary Report		
Duration Term Master			
Fund Type			
Mutual Fund Plan			
Mutual Fund Houses			
MF Investment Option			
MF Scheme Master			
Exposure Norms – Duration Wise			
Exposure Norms – Instrument Wise			
Exposure Norms – Institution Wise			
Exposure Norms – Investee			
Trust Master			

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**End of RFP Document**