



CANFIN HOMES LTD
(Registered Office: BANGALORE)

Request for Proposal (RFP)
For

“ENGAGEMENT OF CONSULTING AGENCY
For
SELECTION OF SYSTEM INTEGRATOR FOR IMPLEMENTATION OF CORE BUSINESS
SOLUTION IN
CAN FIN HOMES LTD”

TENDER.REF. NO.: RFP-IT-219/2020-21

Date of commencement of issue of RFP	: 19.03.2021
Last date for receipt of queries on RFP	: 26.03.2021 at 16:00 hrs.
Pre-bid Meeting Date & Time	: 29.03.2021 at 15:00 hrs.
Last date for Bid Submission of RFP	: 20.04.2021 at 15:00 hrs.
Date of Opening of Bids of RFP	: 20.04.2021 at 15:30 hrs.

ISSUED BY : ASST. GENERAL MANAGER-IT
CANFIN HOMES LTD
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE 560 004

Contact Numbers : Tel - 080-26563787
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Email: it@canfinhomes.com

This document can be downloaded from company's website <http://www.canfinhomes.com>
(under Announcement section).

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

Bid Details: Engagement of Consultant for selection of System Integrator for implementation of Core Business Solution project in Can Fin Homes Ltd

Sl. No.	Description	Details
1.	RFP No. and date	TENDER.REF. NO.: RFP-IT-219/2020-21
2.	Brief Description of the RFP	Engagement of Consultant for selection of System Integrator for implementation of Core Business Solution project in M/s Can Fin Homes Ltd
3.	Company's Address for Communication and Submission of Tender	ASST. GENERAL MANAGER-IT CAN FIN HOMES LTD REGISTERED OFFICE, 29/01, SIR M N KRISHNA RAO ROAD BASAVANAGUDI BANGALORE 560 004 Tel – 080 26563787 Fax - 080 26565746 Email: it@canfinhomes.com
4.	Date of Issue	19.03.2021
5.	Last date for receipt of queries on RFP	26.03.2021 at 16:00 hrs. Email: it@canfinhomes.com
6.	Pre-bid Meeting Date & Time	Pre-bid meeting will be held on 29.03.2021 @ 3:00 PM <u>Venue:</u> Can Fin Homes Ltd, Registered Office, 29/01 Sir M N Krishna Rao Road, Basavanagudi, Bangalore – 560004. Pre-bid queries should be submitted as per Appendix-D
7.	Last Date of submission of Bids	20.04.2021 at 15:00 hrs.
8.	Date and time opening of Part A, conformity to Eligibility criteria.	20.04.2021 at 15:30 hrs.
9.	Date and time opening of technical bid Part-B and commercial bid Part-C.	Will be intimated at later date.

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DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Can Fin Homes Ltd, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Can Fin Homes Ltd to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. M/s Can Fin Homes Ltd makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. M/s Can Fin Homes Ltd does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

M/s Can Fin Homes Ltd, reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Company's Website (www.canfinhomes.com) and it will become part and parcel of RFP.

M/s Can Fin Homes Ltd in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Can Fin Homes Ltd reserves the right to reject any or all the request for proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of M/s Can Fin Homes Ltd shall be final, conclusive and binding on all the parties.

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INSTRUCTIONS TO BIDDER:

1. Introduction:

Can Fin Homes Ltd, was incorporated in the year 1987, "The International Year of Shelter for the Homeless". The main objective of setting up the company was, promoting home ownership and increasing the housing stock in the country. Company is having its Registered office at 29/1, Sir M N Krishna Rao road, Basavanagudi, Bangalore 560004. The company, as on date, is having around 200 Branches/ Offices spread across various locations of the country.

2. RFP Objective:

The Company intends to appoint a Consultant for selection of a System Integrator for the implementation of Core Business Solution project. The word “Core Business Solution” wherever referred, includes Lending Solution (LOS, LMS, Collection), Document Management System (DMS), Accounting, Borrowing, Risk, Deposits, ALM, HRMS solutions, intranet and other Peripheral applications, Interfaces, underlying IT infrastructure, Data Architecture, Analytics tools, Dedupe Solutions, Business Process management (BPM), Cyber Security etc as required by the Company. In this connection, Company invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Engagement of a consultant for selection of System Integrator for Core Business Solution implementation in CanFin Homes as per the Terms & Conditions. Functional and Technical Requirements and Scope of Work are described elsewhere in this document.

Note: This RFP should not be considered as a statement of intent for availing the services, unless a purchase order or notification of award is notified by Canfin Homes, as an end result of this RFP process.

CFHL is looking at a highly professional relationship with the Consultant who shall study the Functional & Technical requirements of the Company by having discussions with the functional / technical departments, suggest / help in selecting the suitable System Integrator for the Core Business Solution implementation and ensure successful implementation of the same.

3. Scope of Work:

The Consultant shall make detailed study of current IT landscape including IT Infrastructure, Cyber Security, Statutory guidelines of RBI/NHB or other authorities including IT governance, various policies of the company and recommend a comprehensive “Core Business Solution” as intended in RFP objective for various functions including Accounts, Borrowings, Credit, Deposit, Collections & Recovery, HR, Risk, Admin & Premises and other functional teams, interlinking branch/ offices and Corporate Office. The detailed assessment and recommendation should be aimed at reviewing the technology not only from the perspective of the current business requirements but also considering the future business growth, regulatory, Cyber Security, risk and technology trends.

The consultant should deploy adequate number of professionals on site with relevant qualifications and having minimum of 3 years of experience for conducting the assessment. For smooth completion

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of project, the Bidder should identify one or two of its representatives at Bengaluru as primary point of contact for the Company.

The broader Scope of work shall include but not to be limited to the scope mentioned in Annexure-X. Bidder has to conform compliance to the Scope of Work as mentioned in Annexure-X. The bidders are required to go through the complete RFP document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

4. Eligibility Criteria

A vendor submitting the proposal in response to this RFP shall be engaged in identifying a suitable System Integrator and implement Core Business Solution and meeting the following Eligibility Criteria may respond:

Sl. No.	Eligibility Criteria	Documents to be submitted
1.	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act 2013 or registered as LLP/ Partnership and should have been in operation for last three years as on RFP date.	<p>Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company.</p> <p>Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies.</p> <p>In respect of Partnership / LLP, registered partnership deed or LLP agreement as the case may be.</p> <p>The registration no. of the firm /company along with GST No. / Valid IT Certificate /Certificate of Incorporation.</p>
2.	The Turnover of the Bidder should be minimum Rs.100 Crores from IT Consulting and the total Turnover should be more than Rs. 1000 Crores for each year for the last two financial year (i.e. 2018-19, 2019-20)	<p>1. The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain unique Document Identification Number.</p> <p>2. Audited balance Sheet for last 2 Years (i.e. 2018-19, 2019-20).</p>

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3.	The Bidder should have positive Net worth as on 31/03/2020 and should be a profit-making for last two years (2018-19 & 2019-20).	The Bidder must produce a certificate from the Company’s Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain unique Document Identification Number.
4.	The Bidder should have been appointed as IT consultant for carrying out the tasks under Scope of Work, at least once during the last Five years i.e. 01/01/2016 to 31/12/2020 in Housing Finance Company / Banks/ NBFC in India.	The Bidder has to submit masked POs/Reference letter from the company for the engagements undertaken by them.
5.	The Bidder should have their support offices in BANGALORE to support the solution.	The Bidders to furnish their service centre details like contact details with postal address, no. of personnel, Contact Person Name, Address, Phone No, Mobile No, Email etc.
6.	The firm should have a pool of at least 20 professionals with a minimum experience of 2 years in similar tasks listed in Scope of work.	Self-declaration from Company Secretary/HR Department/ Authorised Signatory on the Company letter head with list of 20 professionals ie., name, employee id, Qualification, Designation, Certification, experience (in years), on company payroll as per Annexure-V.
7.	The Bidder should not be a blacklisted/debarred company as on date of submission of RFP by any Government entity, Bank or Financial Institutions.	Bidder should submit notarized declaration to this effect in Company Letter Head.
8.	The Bidder should not been involved in any legal case that may affect the solvency existence of their company or in any other way that may affect capacity to provide/continue the services of the company.	Bidder should submit notarized declaration to this effect in Company Letter Head.

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5. Bidding Document:

The Bidder is expected to examine all instructions, forms, terms & conditions and functional & technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

6. Amendment of bidding documents:

- 6.1 At any time prior to the date for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP documents by amendments.
- 6.2 Amendments, if any will be notified through CFHL web site/email to all prospective Bidders and will be binding on them.
- 6.3 In order to provide prospective Bidders, reasonable time to take the amendment into account for preparing their bid, the company may, at its discretion, extend the last date of submission of bids.

7. Performance Bank Guarantee:

The successful bidder has to submit 10% of Professional Charges/fees as mentioned in the Purchase Order for a period of 6 years from the date of acceptance of the Purchase Order as per **Appendix-E**. The Performance Bank Guarantee should be submitted within 45 days of acceptance of Purchase Order else the Purchase Order stands cancelled and the bidder shall have no recourse to Company in this regard.

8. Terms of execution of work:

- 8.1 The Bidder shall deliver the first phase of the solution (floating of RFP) within 4 months from the date of acceptance of the Purchase order and the second phase of the solution (go-live of Core Business implementation) within 12 months from the date of acceptance of Purchase Order by the selected System Integrator. In case of delay in delivery of customized application/implementation attributable to the Consultant, penalty will be charged as mentioned in Liquidated Damages clause 20 (iii).
- 8.2 The Bidder should have the required number of resources ON SITE who have relevant industry standard certification and experience.

9. Bidding Process (Three Part Offer):

The Bid shall be typed or written in English language and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature in all pages of the Bids. The Bidder has to submit Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder’s company / firm in the name of the person signing the tender documents.

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Bid shall have the following 3 (Three) parts; Eligibility conformity, Technical proposal & Commercial proposal. The three parts must be submitted at the same time but in **separate sealed covers**, giving full particulars, addressed to the Asst. General Manager (IT), Can Fin Homes Ltd, 29/01 – SIR M N Krishna Rao Road, Basavanagudi, BANGALORE – 560 004 and these covers should also indicate name, address and contacts of the bidder submitting the offers.

9.1 Part-A – Eligibility Conformity:

Super-scribed ““Eligibility conformity for Consultant for selection of System Integrator for Core Business Solution implementation in Can Fin Homes Ltd”

Indicating their compliance to Eligibility Criteria. Instructions for submission of Conformity to Eligibility Criteria is as per **APPENDIX-A**.

9.2 Part-B – Technical Proposal:

Super-scribed "Technical Proposal for Consultant for selection of System Integrator for Core Business Solution implementation in Can Fin Homes Ltd”

Indicating the response to the Technical and Functional requirement specification for Consultancy Activities in Can Fin Homes Ltd. Instructions for submission of Technical Proposal is as per **APPENDIX-B**.

Technical proposal should NOT contain any pricing or commercial information at all else the bidder will be disqualified.

9.3 Part-C – Commercial Proposal:

Super-scribed "Indicative Commercial Proposal for Consultation for selection of System Integrator for Core Business Solution implementation in Can Fin Homes Ltd”

Furnishing all relevant information as required as per Bill of Material as per ANNEXURE-XVII. Instructions for submission of Commercial bid is as per **APPENDIX-C**.

In the first stage, only **Part-A** will be opened and evaluated. Those bidders satisfying the eligibility criteria as determined by the CFHL and accepting the terms and conditions of this document shall be short-listed for **Part-B**.

The offers should be hand delivered at the given address before the stipulated date and time. In case designated date of bid submission is declared to be public holiday etc, the same may be extended to next working day.

10. Offer Validity Period:

The offer should remain valid for a period of at least 365 days from the date of submission.

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11. Late Bids:

Any bid received by the Company after last date and time of submission of bid prescribed by the CFHL, may be rejected and/or returned unopened to the Bidder. Company reserves right to accept (or) reject any such bids without assigning any reason thereof.

12. Erasures or Alterations:

Technical details and commercial quotes must be completely filled up. The corrections or alterations, if any should be authenticated. In case of corrections/alteration not properly authenticated, the offer will be liable for rejection.

13. Modification and/or Withdrawal of Bid:

- The bidder may modify or withdraw its bid’s submission, provided that written notice of the modification or withdrawal is received by the CFHL prior to the deadline prescribed for submission of bids.
- The Bidders’ modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance to the provision of Para “Submission of Bids”, with the envelope additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate. The withdrawal notice may also be sent by email but followed by a signed confirmation copy but not later than the deadline for submission of bids.
- No bid will be modified after the deadline for submission of bids.
- No bid may be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by the bidder in the submitted bid.
- No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

14. Price Composition:

14.1 The commercial should be quoted in the Bill of Material form as per **ANNEXURE – XVII**.

14.2 The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.

14.3 The prices should be Exclusive of all taxes but inclusive of all duties, levies etc. However, taxes etc. are to be quoted along with Rate at the time of submitting the bids. Payment of taxes shall be as applicable as on date of invoice. During the offer validity and subsequent contract period, the bidder will absorb any upward revision of prices in case of custom duties, taxes (excluding GST), levies, Govt. duties etc. and pass on the benefit to CFHL in case of downward revision of Govt. duties, taxes, levies, etc.

15. Price Freezing:

The prices finalized shall remain valid for 1 year from the date of submission of Bid.

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16. No Price Variations:

The commercial offer shall be on a fixed price basis. No upward revision in the price would be considered except any changes in GST.

17. Tender / RFP Cancellation:

The Company reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

18. Evaluation Criterion:

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

18.1 Evaluation of Technical Bids:

18.1.1 The Evaluation of the technical bids will take into account the following factors and based on such evaluation the technically qualified bidders will be short-listed for further bidding process.

- a) Confirmation to pre-qualification criteria.
- b) Compliance of terms and conditions stipulated in the RFP duly supported by certified documentary evidence called for therein.
- c) Submission of duly signed Compliance statement as stipulated in **ANNEXURE - XII**.
- d) Review of written reply, if any, submitted in response to the clarification sought by the Company, if any.

18.1.2 CFHL reserves the right to reject an offer under any of the following circumstances:

- a) Offer is incomplete and/or not accompanied by all stipulated documents.
- b) Offer is not in conformity with the terms and conditions stipulated in this document.
- c) Unpriced Commercial Offer is not submitted along with Technical Offer.
- d) Format of Commercial Offer differs from unpriced Commercial Offer

Criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameters	Sub Scores
The Bidder should have been appointed as IT consultant for carrying out the tasks under	For consulting IT engagement in BFSI Organization/NBFC Company in India.	2 marks each with Max of 10

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Scope of Work, at least once during the last Five years i.e. 01/01/2016 to 31/12/2020 in Housing Finance Companies / Banks/ NBFC in India. (Masked copies of POs to be submitted)	Consulting IT engagement in HFC	5 marks each with Max of 15
	Maximum Marks	25
Technical Specifications compliance	As per Technical specification requirement Given in Annexure X .	50
Profile of the on-site consulting team (should have experience in tasks listed in scope of work) (Relevant details to be submitted along with Annexure-V)	Max 10 marks	10
Presentation cum Interaction	Quality, relevance and innovations	15
TOTAL MARKS		100

18.2 Commercial Bids:

Commercial bids of only technically qualified short-listed bidders will be opened and evaluated.

18.3 Determination of L1 Bidder and Awarding of Contract:

On completion of evaluation process of Indicative Technical & Commercial bids, contract will be awarded to the lowest bidder post negotiation, if required.

19. No Commitment to Accept Lowest or Any Tender:

The Company shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever. Canvassing in any form will lead to disqualification.

20. Timelines & Service Level Agreements (SLAs)

I. Performing the ascertainment of the need and identification of System Integrator

- The entire process of floating RFP for identification of suitable System Integrator has to be completed within the specified timelines i.e., 120 days from the date of acceptance of Purchase Order (PO) by the bidder.

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- **Project Timelines:** After identification of the System Integrator, the implementation of the Core Business Solution project should be completed within a period of 12 months from the date of acceptance of PO by the System Integrator.

II. Security:

- Bidder should take adequate security measures to ensure confidentiality of the information.
- The selected bidder will have to fulfill all the necessary procedures/documentations as per the policies of the Company.

III. Penalties / Liquidated Damages:

- **Liquidated Damages for non-delivery of Services:** Failure to complete the activities as per above project timelines mentioned in Clause 8 shall attract penalty at the rate of Rs. 10,000/- (Plus GST) per working day of CFHL. However, the total penalty under this clause shall be restricted to 10% (plus GST) of Professional Charges mentioned in the PO.
- **Penalties/ Liquidated Damages for non-performance:** If the bidder does not meet the requirements of the RFP during various assessments, the bidder shall rectify the same at bidders cost to comply with the requirements immediately to ensue completion of the activity.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Company reserves the right either to cancel the order and/or to recover a suitable amount as deemed reasonable.
- Company may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder.
- All the above LDs are independent of each other and are applicable separately and concurrently.
- LD is not applicable for the reasons attributable to the CFHL and Force Majeure.

21. Payment Terms:

- 20% of Professional fee on floating the RFP for selection of System Integrator / OEM
- 20% of Professional fee on signing of the contract by the System Integrator / OEM
- 40% of Professional fee on completion of the entire project implementation as per RFP/PO/Agreement.
- 20% of Professional fee on completion of Six months post go-live support.

Milestone	Payment	Timeline	Overall timeline
Submission of Market Assessment Report	----	1 months	1 months
Floating of RFP	20% of Professional	3 months	4 months

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document	fee		
Signing of contract by System Integrator	20% of Professional fee	3 months	7 months
Entire project implementation as per RFP/PO/Agreement	40% of Professional fee	12 months	19 months
Post go-live support	20% of Professional fee	6 months	25 months

Note:

- Consultant to provide monthly blended rate which has been factored for the professional fee.
- Consultant to provide the monthly blended rate which should be fixed for a period of four years post go-live support and this rate must not exceed by 10% of the blended rate referred above. This blended rate should be applicable for the following roles:
 1. Programme Manager
 2. PMO specialist
 3. Business Analyst
 4. Technical specialist
 5. Any other role as required by CFHL
- The above resources should be ideally from the team which was part of the original team, if not possible then resources with comparable and better skills & experience should be provided.
- The bidder shall submit the claim in the mutually agreed format while claiming payment.
- The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any, by Registered Office at Bengaluru and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

22. Order Cancellation:

- 22.1 CFHL by written notice of default sent to the Bidder may terminate this Contract in whole or in part without prejudice to any other remedy for breach of contract,
- 22.2 If the Bidder fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the CFHL.
- 22.3 The Company reserves its right to cancel the order in the event of delay in delivery.
- 22.4 If the Bidder fails to perform any other obligation(s) under the Contract.
- 22.5 In the event CFHL terminates the Contract in whole or in part, CFHL may procure, Services similar to those undelivered upon such terms and in such manner, as it deems appropriate, and the Bidder shall be liable to CFHL for any excess costs for such similar

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Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

23. Liquidated Damages:

If successful bidder fails to deliver any or all of the service(s) or perform the services within the time period(s) specified in the RFP/PO/Agreement, the Company shall, without prejudice to its other rights and remedies under and in accordance with the RFP/PO/Agreement, levy Liquidated Damages (LD) from payments due to the successful bidder.

For calculation of LD, during Implementation:

1. The contract price for calculation of LD is Professional Charges/fees.
2. Failure to complete the activities as per above project timelines mentioned elsewhere in the document shall attract penalty at the rate of Rs. 10,000/- (Excl taxes) per working day of CFHL. However, the total penalty under this clause shall be restricted to 10% (Excl Taxes) of Professional Charges/fees mentioned in the PO. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% during implementation, Company may consider termination of the contract or purchase order.
3. Company can deduct the amount of Liquidated Damages from any money payable to bidder including invocation of bidder’s Performance Bank Guarantee.
4. Any such recovery or Liquidated Damages shall not in any way relieve the successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the RFP/ Purchase Order /Agreement.
5. Company reserves the right to condone the delay, if it is not attributable to the successful bidder.

24. Bidder’s Obligations:

- 24.1 The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- 24.2 The Bidder will treat as confidential all data and information about the Company, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Company. In case of any breach of trust, the Company may initiate any action as deemed fit entirely at the cost and responsibility of the Bidder.
- 24.3 Bidder has to undertake and agree to save defend and keep harmless and indemnified the Company against all loss, cost, damages, claims, penalties expenses, legal liability because of non-compliance of KYE and/or misconduct of the employee deployed by the bidder and /or bidder. Bidder to undertake the same as per ANNEXURE – XIII.

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

25. Termination for Default:

- 25.1 The Company, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligations(s) under the Contract.
- 25.2 In the event of the Company terminating the Contract in whole or in part, the company may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Company for any excess costs for such similar services.

26. Force Majeure:

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

27. Other Terms and Conditions:

- 27.1 Clarifications needed on any of the points mentioned in the RFP, if any, may be sought from the Company as per the timelines specified in Bid details and after which no request will be entertained / replied.
- 27.2 The official who is signing on behalf of the company should be authorized signatory as per their Board Resolution. Power of Attorney / Copy of the Board Resolution should be attached with Technical Offer.
- 27.3 All the deliverables/reports/documents should be provided in mutually agreed formats.
- 27.4 **The Bidder if selected as a consultant shall not either directly or indirectly participate as a Bidder in the selection of System Integrator and also as a bidder for any other bids as part of the scope of work.**
- 27.5 **Access to Audit:**

In order to conduct the audit it may be necessary for the Auditors to access the servers and also to interact with Bidder’s personnel. Bidder at request of the Company shall provide access to the Company’s Auditors/Representatives in this regard to the facilities/installations/technical resources related to the project.

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

Whenever any Government or Regulatory Authority, including RBI or NHB etc requests for information from the Company for any compliance, regulatory or legal purpose relating to the proposal/project, then upon the Company’s request, Bidder shall assist the Company in responding to such a request, by providing the required information to the Company, or such a Government Authority.

28. Settlement of disputes:

- 28.1 All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these tender documents or breach thereof shall be settled amicably.
- 28.2 If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. The venue of the arbitration shall be Bangalore.
- 28.3 During the arbitration proceedings the bidder shall continue to work under the contract unless otherwise directed in writing by the company or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

29. Governing Law and Jurisdiction:

This agreement shall be governed exclusively by the laws of India and the transaction contemplated herein shall be subject to the exclusive jurisdiction of the competent courts in Bangalore only.

30. TERMINATION FOR OWNER’S CONVENIENCE

- 30.1 The Company, by written notice sent to the Consultant, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Company’s convenience, the extent to which performance of the Consultant under the Agreement is terminated and the date upon which such termination becomes effective.
- 30.2 The Work that is complete and ready for commissioning as on the date of Consultant’s receipt of notice of termination shall be accepted by the Company on the terms and prices mutually agreed at that time.

31. TERMINATION FOR INSOLVENCY

The Company, may at any time, terminate the Contract by giving written notice to the Consultant, without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent,

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provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Company.

32. CHANGE IN CONSTITUTION

The prior information, in writing, to the Company shall be given before any change is made in the constitution of the Consultant. If prior information is not provided to Company, the Contract shall be deemed to have been allotted in contravention of Clause entitled "sub-contracting" hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

33. Directors and employees OF THE Company NOT INDIVIDUALLY LIABLE

No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

34. DEFENCE OF SUITS:

If any action in court is brought against the Company or an officer or agent of the Company, for the failure, omission or neglect on the part of the Consultant to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Consultant, his agents, representatives or his Sub-Contractor’s, or in connection with any claim based on lawful demands of Sub-Contractor’s workmen, suppliers or employees, the Consultant, shall in such cases indemnify and keep the Company and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

35. DEFECTS PRIOR TO TAKING OVER

If at any time, before the Work is taken over, the Company shall:

- a. Decide that any work done by the Consultant or by any Sub-Contractor is defective or not in accordance with the Contract, or that the works or any portion thereof are defective, or do not fulfil the requirements of Contract (all such matters being hereinafter, called “Defects” in this clause), and
- b. As soon as notice is given to the Consultant in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the Consultant shall at his own expenses and with all speed make good the defects so specified.

36. Assignment/Sub-contracting:

The bidder shall not assign or sub-contract, in whole or in part, its obligations to perform under the contract, except with the Company’s prior written consent.

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37. RFP Ownership:

The RFP and all supporting documentation are the sole property of Can Fin Homes and should not be redistributed without prior written consent of CFHL. Violation of this would be a breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to Can Fin Homes when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

38. Proposal Ownership:

The proposal and all supporting documentation submitted by the bidders shall become the property of Can Fin Homes unless the Company agrees to the bidders’ specific requests, in writing, the proposal and documentation to be returned or destroyed.

39. Tender / RFP /PO Cancellation:

The Company reserves the right to cancel the Tender/RFP/ PO at any time without assigning any reasons whatsoever.

40. Indemnity:

40.1 The Bidder shall, at its own expense, defend and indemnify the Company against all third party claims for infringement of patent, trademark, design or copyright arising from use of proposed product/products or any part thereof. Bidder will provide infringement remedies and indemnities for third party Products, on a pass through basis. If the company is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally award, in the event of the matter being adjudicated by a court or that be included in a Bidder approved settlement. The Company will issue notice to the Bidder of any such claim without delay and provide reasonable assistance to the Bidder in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The Bidder shall also reimburse all incidental costs, which the Company may incur in this regard.

40.2 Bidder has no obligation regarding any such claim based on:

- a. Anything the Company provides which is incorporated into a Product or Bidder’s Compliance with any designs, specifications, or instructions provided by the Company or by a third party on the Company’s behalf.
- b. Company’s modification of a Product’s use in other than its Specified Operating Environment
- c. The combination, operation, or use of a Product with other products not provided by Bidder as a system, or the combination, operation or use of a Product with any product, data,

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

- apparatus, or business method that Bidder did not provide, or the distribution, operation or use of a Product for the benefit of a third party outside the Company.
- 40.3 The Bidder shall also indemnify the Company against all losses, damages, claims, counter claims, suits, penalties and costs which the Company may face on account of
- a. Bodily injury (including death) and damage to real property and tangible personal property caused by Bidder’s negligence on the part of the Bidder’s employees, agents or representatives.
 - b. Any claim or proceeding brought by a third party against the Company as a consequence of the above
 - c. Any claim made upon and any action taken against the Company by any statutory authority or Court on account of the Bidder’s failure to comply with any laws, orders and regulations applicable to the performance by Bidder of its obligations under this Agreement.
- 40.4 In the event of the Bidder not fulfilling its obligations under this Section within the period specified in the notice issued by the CFHL, Company has the right to recover the amounts due to it under this provision from any amount payable to the Bidder under this Agreement for /Facility Management/ Support Services etc.
- 40.5 Bidder shall be liable for any breach or any non-performance by the Bidder of any of its undertakings, warranties, covenants, representations or obligations under this Agreement, subject to the provisions of Limitation of Liability.

41. Publicity:

Any publicity by the Bidder/ System Integrator/ OEM in which the name of the Company is to be used, will be done only with the explicit written permission of the Company.

42. Language and Currency of BIDs:

The bid shall be in English Language and all prices shall be expressed in Indian Rupees.

43. Submission of BIDs:

The bidders shall duly seal each envelope. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the Authorized signatory.

The bid should be addressed to Company at the following address: -

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD, BASAVANAGUDI, BANGALORE-560 004

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

44. ANNEXURE-I: Checklist:

Checklist

ANNEXURES (To be submitted with Part A- Conformity to Eligibility Criteria)		
SL	Details	Yes/No
ANNEXURES (To be submitted with Part A- Conformity to Eligibility Criteria)		
I	Check List	
II	Bid Covering Letter Format	
III	Pre-Qualification (Eligibility) Criteria Declaration	
IV	Project Details	
V	Employee Profiles	
VI	Bidders Information	
VII	Acceptance of Terms and Conditions	
VIII	Confidentiality/Non-Disclosure agreement format	
ANNEXURES (To be submitted with Part-B –Technical Proposal)		
IX	Technical Bid Covering Letter format	
X	Scope of Work/ Deliverables/ Technical Specifications	
XI	Undertaking of Authenticity for Implementation of CKYCR solution for CFHL	
XII	Declaration for Compliance	
XIII	KYE Undertaking	
XIV	Undertaking for providing Performance Bank guarantee	
XV	Unpriced commercial offer/Bid (Bill of Material)	
ANNEXURES (To be submitted with Part-C -Commercial Bid)		
XVI	Commercial Bid Covering Letter Format	
XVII	Bill of Material (Indicative)	

Vendors to verify the checkpoints and ensure accuracy of the same before submission of the bid.

Signature with seal

Name:

Designation :

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

45. ANNEXURE -II: Bid Covering Letter Format

Bid Covering letter

Reference No:

Date:

To

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD, BASAVANAGUDI, BANGALORE-560 004

Dear Sir,

SUB: RFP for Engagement of Consultant for selection of System Integrator for Core Business Solution Implementation

Ref: Your RFP IT-219/2020-21 Dated 19/03/2021

Having examined the tender document including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the task assigned as per the above referred RFP. We undertake to complete all the tasks / deliverable/ scope of work as mentioned in RFP document with in stipulated timelines.

We agree to abide by the commercial offer for a period of at least 365 days from the date of the bid submission and for such further period as mutually agreed between the Company and successful bidder, and agreed to in writing by the bidder.

We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or Authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Company is not bound to accept the lowest or any offer the Company may receive without assigning any reason whatsoever.

Date

Signature with seal

Name:

Designation :

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

46. ANNEXURE -III: ELIGIBILITY CRITERIA

(ELIGIBILITY COMPLIANCE)

Sl. No.	Eligibility Criteria	Documents to be submitted	Compliance (Yes/No)
1	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act 2013 or registered as LLP/ Partnership and should have been in operation for last three years as on RFP date.	<p>Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company.</p> <p>Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies.</p> <p>In respect of Partnership / LLP, registered partnership deed or LLP agreement as the case may be.</p> <p>The registration no. of the firm /company along with GST No. / Valid IT Certificate /Certificate of Incorporation.</p>	
2	The Turnover of the Bidder should be minimum Rs.100 Crores from IT Consulting and the total Turnover should be more than Rs. 1000 Crores for each year for the last two financial year (i.e. 2018-19, 2019-20)	<p>2. The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain unique Document Identification Number.</p> <p>2. Audited balance Sheet for last 2 Years (i.e. 2018-19, 2019-20).</p>	
3	The Bidder should have positive Net worth as on 31/03/2020 and should be a profit-making for last two years (2018-19 & 2019-20).	<p>The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain unique Document Identification Number.</p>	
4	The Bidder should have been appointed as IT consultant for carrying out the tasks under Scope of Work, at least once during the last Five years i.e.	The Bidder has to submit masked POs/Reference letter from the company for the engagements undertaken by them.	

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	01/01/2016 to 31/12/2020 in Housing Finance Company / Banks/ NBFC in India.		
5	The Bidder should have their support offices / local representative in BANGALORE to support the solution.	The Bidders to furnish their existing service centre infrastructure details like contact details with postal address, no. of personnel, Contact Person Name, Address, Phone No, Mobile No, Email etc.	
6	The firm should have a pool of at least 20 professionals with relevant industry standard certification, with a minimum experience of 2 years.	Self-declaration from Company Secretary/HR Department/ Authorised Signatory on the Company letter head with list of 20 professionals ie., name, employee id, Qualification, Designation, Certification, experience (in years), on company payroll as per Annexure-V.	
7	The Bidder should not be a blacklisted/debarred company as on date of submission of RFP by any Government entity, Bank or Financial Institutions.	Bidder should submit notarized declaration to this effect in Company Letter Head.	
8	The Bidder should not been involved in any legal case that may affect the solvency existence of their company or in any other way that may affect capacity to provide/continue the services of the company.	Bidder should submit notarized declaration to this effect in Company Letter Head.	

Signature:

Authorised Signatory:

Seal of company:

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

47. ANNEXURE -IV: Project Details (In company letter head)

Details of Projects Handled

Ref: Your RFP IT-219/2020-21 Dated 19/03/2021

Sino	Name of Organisation	BFSI/NBFC/HFC	Year	Brief details of the project	Location and contact details	*Scope of Work Clause numbers

***It is desired that projects handled by the Company relevant to the Scope of Work of this RFP are to be provided. Please mention here the Clause number of Scope of Work this RFP.**

Company Seal and Signature

Name:

Designation:

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

48. ANNEXURE -V: Employee Profiles (In company letter head)

EMPLOYEE PROFILES

Ref: Your RFP IT-219/2020-21 Dated 19/03/2021

Sl. No	Resource Name	Employee ID	Qualification	Designation	Certification	No. of years of Experience in the Industry	No. of Years in Company Payroll	*Scope of Work Clause numbers
1								
2								
3								

***It is desired that professionals who have handled projects relevant to the Scope of Work of this RFP are to be provided. Please mention here the Clause number of Scope of Work this RFP.**

Company Seal and Signature

Name:

Designation:

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

49. ANNEXURE -VI: BIDDERS INFORMATION

Ref: Your RFP IT-219/2020-21 Dated 19/03/2021

Name _____

Constitution _____

Address _____

Names & Addresses of the Partners if applicable

Contact Person(s) _____

Telephone, Fax, e-mail _____

Number of years of experience in IT-Consultancy _____

Please give brief financial particulars of your firm for the last 2 years along with the volume of business handled.

(The information will be kept confidential)

Year	FY 2018-19	FY 2019-20
Operating Profit:		
Total Turnover:		

Signature:

Name:

Date:

Seal of company:

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

50. ANNEXURE -VII: ACCEPTANCE OF TERMS AND CONDITIONS

(LETTER TO THE CFHL ON THE VENDOR’S LETTERHEAD)

To

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Sir / Madam,

Subject: Your RFP for engagement of Consultant for selection of System Integrator for Core Business Solution implementation

Ref: Your RFP IT-219/2020-21 Dated 19/03/2021

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for engagement as consultant for selection of System Integrator for Core Business Solution implementation as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and its Annexures/Appendices.

We also confirm that the offer shall remain valid as mentioned in the RFP document.

We understand that the Company is not bound to accept the offer either in part or in full and that the Company has right to reject the offer in full or in part without assigning any reasons whatsoever.

Dated at _____ this _____ day of _____ 2021.

Yours faithfully,

Signatory

Authorised Signatory

Seal of company

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

51. ANNEXURE VIII: - CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this ___ day of ___ 20___, and shall be deemed to have become in full force and effect from _____ (the “Effective Date”).

BY and between _____ a company incorporated under the provisions of the Companies Act, 1956 in force in India, having its registered office at (hereinafter referred to as “_____” or ‘Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

Can Fin Homes Ltd, was incorporated in the year 1987, Registered office at 29/1, Sir M N Krishna Rao road, Basavanagudi, Bangalore 560 004. The company, as on date, is having around 200 branches spread across various locations of the country, of the OTHER PART:

_____ and the Company shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “Affiliate” means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

W H E R E A S:-

- A. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.
- B. CFHL has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to _____ ” (“the Purpose”) as more particularly described in Purchase Order no _____, issued by CFHL in favor of _____.

NOW THIS AGREEMENT WITNESSETH:

1. Interpretation:

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The

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Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show:

- (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party
- (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party
- (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality
- (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or
- (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Confidentiality:

2.01 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality here under the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party;

- i) disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- ii) use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- iii) disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other

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arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

- iv) Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.02 The Receiving Party also agrees and accepts that it may endeavor:

- i) use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- ii) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- iii) limit access to such Confidential Information to those of its (including its Affiliates’) directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- iii) upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party:

- i) Immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party’s possession or under its custody and control;
- ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party;

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- iv) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate’s fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate’s fees.

8. No Assignment:

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties’ respective successors and permitted assigns.

9. Severability:

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver:

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices:

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term:

The Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of 6 years there from the acceptance of the Purchase Order. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

 contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law:

The provisions of this Agreement shall be governed by the laws of India.

14. Indemnity:

The receiving Party agrees to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosures as a result of a breach of this Agreement.

15. Modification:

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

16. Headings:

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17. Counterparts:

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF ____ 20__.

Signed and delivered by
 M/s _____
 Signed by:
 Name.....
 Title.....
 In the presence of

Signed and delivered by
 Can Fin Homes Ltd
 Signed by:
 Name.....
 Title.....
 in the presence of

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

52. ANNEXURE - IX: - Technical Bid Covering Letter Format

To,

Date:

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

SUB: RFP for engagement of consultant for selection of System Integrator for Core Business Solution implementation

Ref: Your RFP IT-219/2020-21 Dated 19/03/2021

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification.

Sl No	Particulars	Details to be furnished by the Bidder
1	Technical specification as per ANNEXURE-X	
2	Name of the Bidder	
3	E-mail address of contact persons	
4	Details of: Description of business and business background Service profile & Client profile	
5	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
6	Details of similar assignments executed by the bidder during the last five years in India (Name of the Company, time taken for execution of the assignments and documentary proof from the Company are to be furnished)	

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

	List of applicant’s major customers in last 5 years and details as below may be taken: i) Name and complete postal Address of the customer. ii) Name, designation, Telephone, Fax, Telex Nos., e-mails and address of the contact person(customer) iii) Whether reference letter enclosed.	
8	Details of inputs/requirements required by the bidder to execute this assignment.	
9	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	
10	Conformity regarding back to back arrangements with third party hardware, software for providing continuous and un-interrupted support as per RFP Terms.	

Declaration:

- a. We confirm that we will abide by all the terms and conditions contained in the RFP.
- b. We hereby unconditionally accept that Company can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.
- c. All the details mentioned by us are true and correct and if Company observes any misrepresentation of facts on any matter at any stage, Company has the absolute right to reject the proposal and disqualify us from the selection process.
- d. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Company will have the right to disqualify us in case of any such deviations.

Date

Signature with seal

Name:

Designation :

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

53. ANNEXURE – X: SCOPE OF WORK AND DELIVERABLES/TECHNICAL SPECIFICATIONS

Ref: Your RFP IT-219/2020-21 Dated 19/03/2021

Sl.No.	Description	Compliance (Yes/No)
1	Conduct Market assessment of peer home finance companies in terms of Business, IT & Digital transformations and submit a report with specific opportunities for CFHL to consider.	
2	Study the present application running in the Company, Discuss requirements from functional departments, study statutory guidelines of RBI/NHB and other authorities, different policies of the company. Prepare Gap analysis report.	
3	Assess Business growth, transaction volumes of the company for next five years.	
4	Prepare a detailed Functional Specification document for “Core Business Solution” as per scope of work.	
5	Finalize the entire technology stack including OS, DB, Network, Cloud Infrastructure etc. and prepare Technical Requirement Specification document including applications, products, databases, etc. The Agency to do the Capacity Planning of IT infrastructure basing on the projected Business growth of the Company.	
6	Prepare and define Information Technology Service Management (ITSM) approach.	
7	Proposed Core Business solution should be able to be seamlessly integrated to Active Directory setup of the Company.	
8	Conduct and participate in meetings and discussions/demos with the System Integrators/Application Providers/OEMs, CFHL’s Management and functional departments of CFHL.	
9	Discuss the draft functional & technical specifications with the functional & technical department and obtain sign-off on the same. Agency to ensure that the same is implemented.	
10	From Cyber Security perspective, full compliance shall be ensured as per the direction from RBI/NHB/ other authorities /committees etc. Agency to analyze and propose the required security features/approach to be implemented.	
11	Define eligibility criteria of System Integrators/Application providers	
12	Define Service Levels / SLA parameters / methods of measuring & evaluating service levels of System	

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

	Integrator/Application Providers	
13	Preparation of Request for Proposal (RFP) Document for System Integrator for implementation of Core Business Solution and peripheral applications/systems.	
14	Attending Prebid meetings and preparing replies to Prebid queries.	
15	Preparation of Templates with marks for Evaluation of Bids.	
16	Vendor Evaluation and Selection, by organizing and making presentation / demo as per company’s requirements.	
17	Conduct detailed evaluation of Bids from Consultant’s perspective.	
18	Assist CFHL in evaluation of Commercial bids and declaration of selected bidder.	
19	Submit Weekly/Monthly status report and present the status of the project to the Top Management and also to various Committees as and when required.	
20	Submission of Project related Reports/Compliances/Replies Audit queries.	
21	Provide opinion / guidance on technology related matters referred by CFHL	
22	Consultant should study IT setup of the company including but not limited to IT environment, applications, processes, policies, manpower and suggest suitable reorganization of the IT setup.	
Post selection of Vendor, the scope of work of Consultant includes the following but not limited to :		
1	Consultant to do complete Programme Management and drive the project end to end in coordination with SI / Vendor/OEM/CFHL. It is to be noted that Company has a small IT team. Hence the Consultant is required to take the complete ownership and drive the programme end to end.	
2	Drafting of Purchase Order for SI/OEM	
3	Drafting of Agreement for SI/OEM and attend to observations from Legal Dept of CFHL till approval from Legal Dept.	
4	From Cyber Security perspective, full compliance shall be ensured as per the direction from RBI/NHB/ other authorities/committees etc. Agency to analyze and propose the required security features/approach to be implemented.	
5	Ensure implementation of solution as per scope of RFP/PO/Agreement. The Project Plan of the System Integrator needs to be vetted by the Consultant.	
6	Define the test strategy, methodology and reporting framework.	
7	The Project management should be processed based and template driven. Hence consultant has to devise templates for each of the activity /	

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

	requirements.	
8	Assist CFHL in UAT.	
9	All sign offs to be shared with Selected vendor/System Integrator are to be vetted by the Consultant.	
10	Define and Document DR Drill Strategy for the new Core Business solution in tune with Company policies. All the documents to be shared to shared with the company and the shall be in tune with the Companies IT/BCP policies etc. Ensure at least one successful DR Drill is conducted within 3 months of go live of Core applications.	
11	Define and Document Archival and Backup Strategy for the new Core Business solution in tune with Company policies.	
12	Out of the Resources deployed in preparation of RFP, the consultant to continue one Programme Manager, One Business analyst and One Technical Specialist on site to drive the project end to end. Such resources shall continue post go live as well, as per the requirement of CFHL.	
13	Ensure Migration of Legacy data and submit compliance report (for Audit purpose) for the same in coordination with the System Integrator and M/s CFHL. The secure storage of Legacy data has to be ensured by the agency.	
14	Ensure proper training for Users in the new system by drawing proper Training Plan and proper test data for Training. Training can be both offline and online.	
15	Submit Weekly/Monthly status report and present the status of the project to the Top Management. Also, present status of project to various Committees as and when required.	
16	Participate in all project related discussions/meetings. Agency to also submit Project related Reports/Compliances from time to time.	
17	Agency to ensure that all the remarks of IS audit/any other audit, Pre/Post implementation of modules/applications and data migration etc. are addressed to the satisfaction of Auditor and observations are closed in coordination with System Integrator. Agency also to prepare and submit Replies to Audit queries etc from time to time. Agency to ensure that there is no data loss between pre and post migration of data.	
18	Proper monitoring of user feedback/bug resolution.	
19	Prepare RFP for selection of CERT-In empanelled vendor for conducting comprehensive security Audit including VAPT of new Core Business Solution including SOP for VAPT closure. The RFP should be in tune with the policies of the Company/RBI/NHB/other authorities. Involve in conducting the entire bidding process including evaluation, selection of vendor, issuance of PO, ensure successful VAPT and closure of all VAPT	

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

	observations. Such VAPTs should be planned in such a way that it is conducted before each module goes live. Preparation of Purchase Order/Agreement for selected VAPT vendor and obtain sign off from Legal Dept of CFHL.	
20	Define Cyber insurance policy, estimate the cyber insurance requirements of the company. Prepare RFP for selection of Cyber insurance vendor and involve in conducting the entire bidding process including evaluation, selection of vendor, issuance of PO and agreement and obtain sign off from Legal Dept of CFHL.	
21	Consultant to ensure compliance to various Audit remarks of RBI/NHB/VAPT/IS Audit/ other authorities in coordination with the system integrator / OEM/ CFHL teams.	
22	Consultant has to make efforts from the beginning of the project to develop processes, documentation, presentation, intune with expectations of various IT industry bodies for nomination for various IT awards during the period of contract.	
23	Prepare RFP/RFPs for Implementation of Active Directory (AD), Software Defined- WAN(SDWAN), Network Operation Centre (NOC), MicroSoft M365 (Mailing solution etc.)/ SIEM(Security Information and Event Management). Involve in conducting the entire bidding process including evaluation, selection of vendor, issuance of PO, ensure successful implementation. Preparation of Purchase Order/Agreement for selected vendor and obtain sign off from Legal Dept of CFHL. However, if found feasible, this requirement may form part of RFP for System Integrator.	

Deliverables by Consultant - for selection of System Integrator mentioned elsewhere in the document but not limited to:

Sl. No	Deliverable	Compliance Yes/No
1	Market Assessment report as per mutual agreed template.	
2	Functional specifications Document duly signed off by the user departments.	
3	Technical architecture document covering application, data, infrastructure, Backup and Archival, Network and security – Data Center & Disaster Recovery sites.	
4	Final RFP document for publication for selection of System Integrator for implementation of Core Business Solution and peripheral applications/systems.	
5	Preparation of Evaluation sheet for Functional /Technical specifications for evaluation by the Company. The Evaluation sheet should be in XL with marks for each of the line item.	

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

6	Participate in Pre-bid meeting.	
7	Preparation of replies to Pre-bid queries.	
8	Evaluation of Eligibility Criteria and submission of report from Consultant’s perspective.	
9	Evaluation of Bids -Functional and Technical Specifications- Evaluate and submit the Marks sheet/observations from Consultant’s perspective	
10	Preparation of final matrix for selection of System Integrator/OEM/Application Vendors	
11	Submission of Weekly/Monthly Status report	
12	Submission of Project related Reports/Compliances/Replies Audit queries etc. as and when required from time to time.	
13	Technical Architecture – End to End systems. Finalize the entire technology stack including OS, DB, Network, Cloud Infrastructure etc. and prepare Technical Requirement Specification document including applications, products, databases, etc.	
14	Consultant has to develop processes and devise templates for each of the activity / requirements.	
15	Consultant should submit report on current IT setup of the company including but not limited to IT environment, applications, processes, policies, manpower and recommend suitable reorganization of the IT setup.	
Post Selection of System Integrator/Application Vendor/OEM		
1	Drafting of Purchase Order for SI/OEM and obtain sign off from Legal Dept of CFHL.	
2	Drafting of Agreement for SI/OEM and obtain sign off from Legal Dept of CFHL.	
3	Define the test strategy, methodology and reporting framework.	
4	Assist/guide Functional Users completing UAT	
5	Vetting Functional User Sign offs in compliance to RFP/PO/Agreement/IT Policies of CFHL	
6	Assist/guide in Technical Sign off	
7	Vetting Technical Sign off in compliance to RFP/PO/Agreement/IT Policies of CFHL/Cyber Security Guidelines	
8	Present status of project to various Committees as and when required.	
9	Participate in all project related discussions/meetings	
10	Submission of Project related Reports/Compliances/Replies Audit queries etc. from time to time.	
11	Ensure Migration of Legacy data and submit compliance report (for Audit purpose) for the same in coordination with the System Integrator and M/s CFHL.	
12	Proper monitoring of user feedback/bug resolution.	

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

13	Submit DR Drill Strategy document for the new Core Business solution in tune with Company policies	
14	Submit Archival and Backup Strategy document for the new Core Business solution in tune with Company policies.	
15	Ensure at least one successful DR Drill is conducted within 3 months of go live of Core applications.	
16	Prepare RFP for selection of CERT-In empanelled vendor for conducting comprehensive security Audit including VAPT of new Core Business Solution including SOP for VAPT closure and closure of all VAPT observations. Each module/application should be fully Security/VAPT compliant before it goes live. Preparation of Purchase Order/Agreement for selected VAPT vendor and obtain sign off from Legal Dept of CFHL.	
17	Prepare RFP for selection of Cyber insurance vendor and Involve in conducting the entire bidding process including evaluation , selection of vendor, issuance of PO and agreement and obtain sign off from Legal Dept of CFHL. In case of any Cyber incident, Consultant to prepare claims/replies to the queries from Insurance Companies to their satisfaction and quick settlement of claims.	
18	Consultant has to develop processes, prepare documentation, presentation, in tune with expectations of various IT industry bodies for nomination for various IT awards during the period of contract.	
19	Submission of Weekly/Monthly Status report.	
20	Prepare RFP/RFPs for Implementation of Active Directory(AD), Software Defined-WAN(SDWAN),Network Operation Centre(NOC), MicroSoft M365 (Mailing solution etc)/SIEM(Security Information and Event Management). Involve in conducting the entire bidding process including evaluation, selection of vendor, issuance of PO, ensure successful implementation. Preparation of Purchase Order/Agreement for selected vendor and obtain sign off from Legal Dept of CFHL.	
21	Ensure compliance with Regulatory requirements of RBI/NHB/Any other authorities and submit compliance report for the same from time to time.	
22	Consultant to do complete Programme Management of Implementation of AD/SDWAN/DMS/NOC/Mailing Solution/VAPT/SIEM etc and drive the projects end to end in coordination with SI / Vendor/OEM/CFHL for all the projects envisaged above.	

Name:

Signature:

Seal of company:

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

54. ANNEXURE - XI: UNDERTAKING

(LETTER OF UNDERTAKING ON COMPANY LETTER HEAD)

To

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD, BASAVANAGUDI, BANGALORE-560 004.

Sir / Madam,

Reg.: Your RFP for engagement of consultant for selection of System Integrator for Core Business Solution implementation in Can Fin Homes Ltd

Ref: Your RFP IT-219/2020-21 Dated 19/03/2021

We submit our Bid Document herewith.

We understand that:

You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Company to do so, a contract in the prescribed form. Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Vendor means the bidder who is decided and declared so after examination of commercial bids.

The names of shortlisted bidders after the completion of first stage (Technical Bid), and the name of successful bidder to whom the contract is finally awarded after the completion of second stage (Commercial Bid), may be displayed on the website & Notice Board of the Company at Can Fin Homes Ltd, 29/01, Sir MN Krishna Rao Road, Basavanagudi, Bangalore-560004.

Dated at _____ this _____ day of _____ 2021

Yours faithfully,

Name:

Signature with Seal of Company:

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

55. ANNEXURE - XII: DECLARATION FOR COMPLIANCE

To,

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Ref: **Your RFP IT-219/2020-21 Dated 19/03/2021**

Sir,

All Terms and Conditions including scope of work except technical specifications

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Can Fin Homes in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

1) _____

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature:

Name

Date

Seal of company:



REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

56. ANNEXURE - XIII: KYE Undertaking

(To be submitted by all bidders on their letter head)

To,

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Ref: **Your RFP IT-219/2020-21 Dated 19/03/2021**

UNDERTAKING

1. We _____ (name of the company) hereby confirm that all the resource (both on-site and off-site) deployed/to be deployed on Company’s project for _____ (the RFP for engagement of consultant for selection of system Integrator for Core Business Solution implementation in Can Fin Homes) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We further undertake and agree to save defend and keep harmless and indemnified the Company against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Company.

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorised Representative _____

Designation of Authorized Representative _____

Signature of Authorised Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____



REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

57. ANNEXURE - XIV: - Undertaking for providing Performance Bank guarantee

To,

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Dear Sir,

Sub: Undertaking for providing Performance Bank Guarantee – Request for Proposal (RFP) for selection of system Integrator for Core Business Solution.

Ref: **Your RFP IT-219/2020-21 Dated 19/03/2021**

We undertake to provide the Company with a suitable Bank Guarantee in the format prescribed by the Company for offering consultancy services as per RFP dated _____ for Request for Proposal (RFP) for selection of system Integrator for Core Business Solution for Can Fin Homes.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date:

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

58. ANNEXURE – XV - [Unpriced Commercial Offer/Bid (Bill of Material)]

[Amount Indian Rupees]

Sl. No.	Description	Cost Price			
		Charges/Fees	Tax for Column A		Total Charges/Fees
		A	B % of tax	C Tax Amt	D=A+C
1.	Professional Charges/fee	YES/NO	YES/NO	YES/NO	YES/NO
2.	Monthly Professional Charges/fee beyond 25 months from the date of acceptance of PO by the Consultant. (In case of delay not attributable to the consultant). Consultant to deploy resources with skill sets required to complete the project.	YES/NO	YES/NO	YES/NO	YES/NO
3.	Total Charges/Fees				YES/NO

Total Cost: D = Rs **YES/NO** (Amount in Words: Rupees.....)

I) Monthly blended per resource rate factored in the professional Charges above (Incl. Programme Manager) = Rs **YES/NO** (Amount in Words: Rupees.....)

II) Monthly blended per resource rate factored in the professional Charges above (Excl. Programme Manager) = Rs **YES/NO** (Amount in Words: Rupees.....)

III) Monthly blended per resource rate for **post go-live support (Fixed for 48 Months) (Incl. Programme Manager) = Rs** **YES/NO** (Amount in Words: Rupees.....)

IV) Monthly blended per resource rate for **post go-live support (Fixed for 48 Months) (Excl. Programme Manager) = Rs** **YES/NO** (Amount in Words: Rupees.....)

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

Note:

1. For the purpose of determining L1, Professional Charges and Three months of Monthly charges as per above table mentioned in Point 1 & 2 will be calculated.
 2. In case of project go-live is delayed the same monthly rate as specified in point no.2 will continue.
 3. The professional charges should be all inclusive, including OPE etc. and Excl. Taxes.
 4. Consultant to provide the monthly blended rate which should be fixed for a period of Four years post go-live support and this rate must not exceed by 10% of the blended rate referred in point I /II above. This blended rate should be applicable for the following roles:
 - Programme Manager
 - PMO specialist
 - Business Analyst
 - Technical specialist
 - Any other as required by CFHL
- The above resources should be ideally from the team which was part of the original team, if not possible then resources should be with comparable or better skills & experience.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

59. ANNEXURE – XVI – Commercial Bid Covering Letter Format

Covering letter format for Commercial Bid

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

Reference No:

Date:

To

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Dear Sir,

SUB: RFP for Engagement of Consultant for selection of system Integrator for Core Business Solution implementation in Can Fin Homes Ltd

Ref: Your RFP IT-219/2020-21 Dated 19/03/2021

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per **ANNEXURE-XVII** Commercial bid format of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Date

Signature with seal

Name:

Designation :

REQUEST FOR PROPOSAL (RFP) FOR “ENGAGEMENT OF CONSULTANT FOR SELECTION OF SYSTEM INTEGRATOR FOR THE CORE BUSINESS SOLUTION IMPLEMENTATION”

60. ANNEXURE – XVII – Commercial Bid: Bill of Material

[Amount Indian Rupees]

Sl. No.	Description	Cost Price			
		Charges/Fees	Tax for Column A		Total Charges/Fees
		A	B % of tax	C Tax Amt	D=A+C
1.	Professional Charges/fee				
2.	Monthly Professional Charges/fee beyond 25 months from the date of acceptance of PO by the Consultant. (In case of delay not attributable to the consultant) Consultant to deploy resources with skill sets required to complete the project				
3.	Total Charges/Fees				

Total Cost: D = Rs _____ (Amount in Words: Rupees.....)

I) Monthly blended per resource rate factored in the professional Charges above (Incl. Programme Manager) = Rs _____ (Amount in Words: Rupees.....)

II) Monthly blended per resource rate factored in the professional Charges above (Excl. Programme Manager) = Rs _____ (Amount in Words: Rupees.....)

III) Monthly blended per resource rate for **post go-live support (Fixed for 48 Months) (Incl. Programme Manager) = Rs _____** (Amount in Words: Rupees.....)

IV) Monthly blended per resource rate for **post go-live support (Fixed for 48 Months) (Excl. Programme Manager) = Rs _____** (Amount in Words: Rupees.....)

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Note:

1. For the purpose of determining L1, Professional Charges and Three months of Monthly charges as per above table mentioned in Point 1 & 2 will be calculated.
2. In case of project go-live is delayed the same monthly rate as specified in point no.2 will continue.
3. The professional charges should be all inclusive, including OPE etc. and Excl. Taxes.
4. Consultant to provide the monthly blended rate which should be fixed for a period of Four years post go-live support and this rate must not exceed by 10% of the blended rate referred in point I /II above. This blended rate should be applicable for the following roles:
 - Programme Manager
 - PMO specialist
 - Business Analyst
 - Technical specialist
 - Any other as required by CFHL

The above resources should be ideally from the team which was part of the original team, if not possible then resources should be with comparable or better skills & experience.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

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61. APPENDIX –A

Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the Authorized signatory.

- 1) Index of all the document submitted with page numbers.
- 2) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder’s company / firm in the name of the person signing the tender documents.
- 3) Checklist as per **ANNEXURE-I**
- 4) Bidder's Covering letter as per **ANNEXURE-II**
- 5) Pre-Qualification (Eligibility) Criteria declaration as per **ANNEXURE-III**
(with documentary proof in support of the Eligibility Criteria.)
- 6) Project Details as per **ANNEXURE-IV**
- 7) Employee Details as per **ANNEXURE-V**
- 8) Bidder Information as per **ANNEXURE-VI**
- 9) Acceptance of Terms and Conditions as per **ANNEXURE-VII**
- 10) Confidentiality/ Non-Disclosure agreement format as per **ANNEXURE-VIII**
- 11) Write up on the Work Experience / Expertise of being a consultant for selection of System Integrator for Core Business Solution implementation and Core Business Solution project implementation

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62 - APPENDIX-B

Instructions to be noted while preparing/submitting Part B- Technical Proposal

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the Authorized signatory. Technical Offer for this RFP shall be made as under:

- 1) Index of all the documents submitted with page numbers.
- 2) Technical Bid Covering Letter as per **ANNEXURE -IX**
- 3) Compliance to Technical specifications should be complete as per **ANNEXURE -X**
- 4) Undertaking of Authenticity as per **ANNEXURE -XI**
- 5) Declaration of Compliance as per **ANNEXURE -XII**
- 6) KYE Undertaking as per **ANNEXURE -XIII**
- 7) Undertaking for providing Performance Bank Guarantee as per Annexure as per **ANNEXURE - XIV**
- 8) Unpriced commercial offer / Bid as per **ANNEXURE -XV**

A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.

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63-APPENDIX-C

Instruction to be noted while preparing/submitting **Part C-Commercial Bid**

The commercial Bid should be made in an organized, structured, and neat manner. Brochures / leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the Authorized signatory.

The suggested format for submission of commercial Offer for this RFP is as follows:

1. Commercial Bid Covering letter as per **ANNEXURE-XVI**.
2. Bill of Materials (Indicative) as per **ANNEXURE-XVII**.

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64-APPENDIX-D

PRE-BID QUERY FORMAT

Sl. No	Section and Clause Reference No.	Page No.	RFP Text	Query	Response to query (to be left company by the vendor)



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65-APPENDIX-E

Proforma Bank Guarantee Format for Contract Performance

To

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

In consideration of your placing an order for ENGAGEMENT OF CONSULTING AGENCY for SELECTION OF SYSTEM INTEGRATOR FOR IMPLEMENTATION OF Core Business Solution IN CAN FIN HOMES LTD”

M/s..... (hereinafter called the Bidder) as per the purchase contract entered into by the Bidder vide purchase contract No.....dt..... (hereinafter called the said contract), We, (Name and address of the Company and the branch) do hereby irrevocably and unconditionally guarantee the due performance of the Bidder as to Consultation Services as per the said contract entered into by the Bidder with you.

If the said Bidder fails to perform any terms of the Contract on or before the schedule dates mentioned therein, we Bank do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without demur and merely on demand in writing from you, stating that the amount claimed is due by way of failure on the part of the Bidder or loss or damage caused suffered to / or would be caused to / suffered by you for reason of any breach by the said Bidder of any of the terms and conditions of the said contract or by reason of Bidder's failure to perform the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only). You are entitled to invoke this guarantee either in full or in parts subject to the maximum limit of Rs.....within the validity period of this guarantee.

We.....Bank further agree that this guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully settled and discharged. This guarantee shall continue to be

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valid till you certify that the Bidder has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee. Unless a claim or demand is made on us in writing under this guarantee on or before....., we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the Bidder shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly on your request.

Failure on our part or the Bidder in this respect shall be treated as a breach committed by the Bidder and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance act or omission on your part or any indulgence by you to the Bidder or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the Law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability here under.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the Bidder, the beneficiary of this guarantee i.e. yourself, and ourselves i.e. --- -----Bank unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives etc. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your previous consent in writing.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to a sum of Rs..... (Rs..... only), and shall be valid upto..... Unless a demand or claim to enforce this guarantee is made on us in writing within three months of the said validity period i.e. on or before....., we shall be

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discharged and relieved from all our liabilities here under. However if this guarantee is extended for any further period the validity period and the action period of three months mentioned herein above gets automatically extended accordingly.

Yours faithfully,

Signature:

Name:

Date:

Seal of company: