



सूक्ष्म एवं लघु उद्यम क्रेडिट गारंटी निधि ट्रस्ट
Credit Guarantee fund Trust for Micro and Small Enterprises

**Request for Proposal for Selection of Service Provider
for Fetching and Analysis of data from External Sources**

**बाहरी स्रोतों से डेटा की प्राप्ति और विश्लेषण के लिए सेवाप्रदाता
के चयन हेतु प्रस्ताव का अनुरोध (आरएफपी)**

Credit Guarantee Fund Trust for Micro and Small Enterprises
7th Floor, Swavalamban Bhavan, SIDBI, Avenue-3, Lane-2,
Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

Critical Information / महत्वपूर्ण सूचना
(RFP No: 532/CGTMSE/2019-20)

1.	Name of the Company / Institution	Credit Guarantee Fund Trust for Micro and Small enterprise (hereinafter referred to as "CGTMSE")
2	Address for Communication/ Website address of CGTMSE	Chief Operating Officer (COO) CGTMSE, 7 th floor, SIDBI, Bandra Kurla Complex – 400 051 www.cgtmse.in

	Activity	Date, Time & Place
3	Date of Issuance of RFP	February 24, 2020
4	Last date for written request for any clarifications	March 02, 2020 till 5.00 p.m.
5	Pre-Bid Meeting	March 03, 2020, at 3.00 p.m. CGTMSE, SIDBI, BKC, Mumbai – 400 051
6	Last Date for submission of bids	March 10, 2020 till 03.30 p.m. CGTMSE, SIDBI, BKC – Mumbai
7	Opening of Bids (Eligibility & Technical)	March 10, 2020 at 04.00 p.m. CGTMSE, SIDBI, BKC - Mumbai
8	Discussion / Presentation of eligible bidders with the selection committee	Will be informed to the eligible bidders in due course.
9	Opening of Financial bids	Will be informed only to the qualified bidders in due course.
10	Independent External Monitor (IEM) appointed by the CVC	Shri. Ashok Sinha, (IAS retd.) 13 Yayati, Sect-58A, Nerul (West), Palm Beach Road, Navi-Mumbai 400706 Mob : 9821844044 e-mail : asinha51@gmail.com
11	CGTMSE Contact Details	Shri Jigar Shah Chief Operating Officer jigar@cgtmse.in - 02267531236 Shri Promod Bakshi, DGM pbakshi@cgtmse.in - 02267531313 Shri Bhaumik Shah Project Head - IT bhamik@cgtmse.in - 02267531261

Note:

1. CGTMSE reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on CGTMSE's website
2. This bid document is not transferable. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

Definitions

- 1 CGTMSE: "Credit Guarantee fund Trust for Micro and Small Enterprises".
- 2 RFP: "Request for Proposal (RFP) Document"
- 3 Recipient/ Respondent and Bidder/ Vendor/ Service Provider: Respondent to the RFP Document".
- 4 Tender: RFP response documents prepared by the Bidder and submitted to CGTMSE
- 5 Trust: the word used interchangeably with CGTMSE in this document
- 6 MCA: Ministry of Corporate Affairs
- 7 DC: Primary Data Centre
- 8 DR: Disaster Recovery Site Data Centre
- 9 ROC: Registrar of Companies
- 10 ITR: Income Tax Return
- 11 GST: Goods and Services Tax
- 12 API: Application Programming Interface
- 13 REST: Representational State Transfer
- 14 JSON: Java Script Object Notation
- 15 LLP: Limited Liability Partnership
- 16 PDF: Portable Document Format
- 17 VAPT: Vulnerability Assessment and Penetration Testing
- 18 XML: Extensible Markup Language
- 19 SPoC: Single Point of Contact
- 20 POC: Proof of Concept
- 21 PBDIT: Profit before Depreciation Interest and Taxes
- 22 EBIDTA: Earnings Before Interest, Tax, Depreciation, Amortization
- 23 ROCE: Return on Capital Employed
- 24 UAT: User Acceptance Testing
- 25 TOL/TNW: Total Outside Liabilities / Tangible Net Worth
- 26 PBIT: Profit before Interest and Taxes
- 27 CDR: Corporate Debt Restructuring
- 28 BIFR: Board of Industrial and Financial Reconstruction

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1. Introduction and Disclaimers

1.1 Preface

This Request for Proposal (RFP) document has been prepared for Selection of Service provider to facilitate digital journey of UDAAN Portal being developed by CGTMSE through software solutions for fetching, uploading, analysis of GST and ITR for its customers. The RFP document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between CGTMSE and any successful Bidder as identified by CGTMSE after completion of the selection process as detailed in this document.

1.2 Information Provided

The RfP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with CGTMSE. Neither CGTMSE nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither CGTMSE nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.3 For Respondent only

The RfP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder") i.e. Government Organization/ PSU/ PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted and no other person or organization.

1.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Trust and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature

information, falsification or misrepresentation on the part of Trust or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.5 Costs to be borne by Respondents

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

1.6 No Legal Relationship

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

1.7 Recipient Obligation to Inform Itself

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

1.8 Evaluation of Offers

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

1.9 Acceptance of Selection Process

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

1.10 Errors and Omissions

Each Recipient should notify CGTMSE of any error, fault, omission, or discrepancy found in this RFP document but not later than twelve days prior to the due date for lodgment of Response to RFP.

1.11 Acceptance of Terms

Recipient will, by responding to CGTMSE for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.

1.12 Requests for Proposal

Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person:

Direct email: jigar@cgtmse.in (02267531236)

- 1) Shri Promod Bakshi, DGM 02267531313
- 2) Shri Bhaumik Shah, Project Head - IT 02267531261

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

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

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

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

1.13 Notification

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

2. RFP Response

2.1 Bid Price

1. Non-refundable of ₹5,900/- (**Rupees Five thousand nine hundred only**) (**inclusive of GST**) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring "CGTMSE", must be submitted along with RFP response.
2. CGTMSE is governed by SIDBI's procurement manual whose provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. Such Micro and Small Enterprises (MSEs) would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
4. Bidder is required to inform its MSME status, if applicable.
5. The Trust may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

2.2 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit. Details of the EMD are given in section 6.6.

RFP Response should be received by CGTMSE not later than the time mentioned in 'Critical Information' section above, at the defined address of CGTMSE Office premises.

2.3 RFP closing date

RFP Response should be received by CGTMSE not later than the time mentioned in 'Critical Information' section above, at the defined address of CGTMSE Office premises.

2.4 RFP Validity Period

The Bids must remain valid and open for evaluation according to their terms for a period of **six (6) months** from the date of the submission of bids.

2.5 Late RFP Policy

Responses received after the due date / time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened.

2.6 Receiving of RFP Response

Receiving of RFP response will be recorded by CGTMSE in a 'Tender Receiving Register' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferably through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Trust. The Recipient shall be deemed to have licensed, and granted all rights to the Trust to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

2.7 Requests for information

1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated officials and must communicate the same in writing by the time mentioned in 'Critical Information' section above. No query / clarification would be entertained over phone.
2. All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Trust will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Trust will not answer any communication reaching the Trust later than the time stipulated for the purpose.
3. The Trust may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

4. The Trust may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

2.8 Pre-Bid Meeting

1. The Trust shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
2. It would be the responsibility of the Bidders to be present at the venue of the meeting.
3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information Section'. Trust has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Trust, together with amendment to the bidding document, if any, will be posted on the Trust (www.CGTMSE.in) website and Central Public Procurement Portal (CPPP) within three working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
5. If CGTMSE, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then CGTMSE reserves the right to communicate such response to all Respondents.

2.9 Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

2.10 Selection process

Successful Bidder will be selected through three bids evaluation process:

[A].Eligibility evaluation [B]. Technical evaluation [C]. Commercial evaluation.

2.11 Details of Bids to be Submitted

(a) Bidders are required to submit their responses in THREE envelopes, with contents of each as under:

Envelope #	Bid Contents	No. of Copies	Label of Envelope
I	<p>Minimum Eligibility Bid</p> <p>i. Eligibility Bid – Bid Covering letter & General Information about the bidder as per format prescribed in Annexure-I</p> <p>ii. Response to Minimum Eligibility Criteria as per format prescribed in Annexure-III</p> <p>iii. DDs/Instruments towards bid price</p> <p>iv. DDs/Instruments towards Earnest Money Deposit (EMD)</p> <p style="text-align: center;">OR</p> <p>Bank guarantee towards EMD as per format prescribed in Annexure-XV.</p> <p>v. Declaration regarding clean track record, as per format prescribed in Annexure-XII</p> <p>vi. Bank Mandate Form as per format prescribed in Annexure-XIX.</p> <p>vii. Pre-Contract Integrity Pact as per format Annexure XVII</p>	<p>Hardcopy – 2 A CD containing Softcopy - 1</p>	<p>“Minimum Eligibility” “Selection of Service Provider for Fetching and Analysis of data from External Sources” RfP No: 532/CGTMSE/2019-20 dated February 24, 2020</p>
II	<p>Technical Bid</p> <p>i. Details and corresponding documents as required for all the Technical Parameters stipulated under section 5.5</p> <p>ii. Relevant experience in Format as prescribed in Annexure-II with reference letter as per format Annexure-IV</p> <p>iii. Conformity of Hard Copies as per format prescribed in Annexure – V</p> <p>iv. Statement of deviations as per format prescribed in Annexure-VI</p> <p>v. Letter of competence as per format prescribed in Annexure-VII</p> <p>vi. Power of Attorney as per format prescribed in Annexure-VIII</p> <p>vii. Letter of Conformity as per format prescribed in Annexure-IX</p> <p>viii. Declaration of no ownership or control in CGTMSE as per format prescribed in Annexure-XI</p> <p>ix. Masked Commercial bid as per format prescribed in Annexure-XIII</p> <p>x. Technical Bid as per format prescribed in Annexure-XIV</p> <p>xi. Non-Disclosure Agreement as per format prescribed in Annexure-XX</p>	<p>Hardcopy – 2 A CD containing Softcopy - 1</p>	<p>“Technical Bid” “Selection of Service Provider for Fetching and Analysis of data from External Sources” RfP No: 532/CGTMSE/2019-20 dated February 24, 2020</p>
	Commercial Bid		“Commercial Bid”

III	<ul style="list-style-type: none">i. Commercial Bid Covering letter as per format prescribed in Annexure-Xii. Response to Commercial Bid as per format prescribed in Annexure-XVIII	Hardcopy – 1	“Selection of Service Provider for Fetching and Analysis of data from External Sources” RfP No: 532/CGTMSE/2019-20 dated February 24, 2020
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Above mentioned three separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing **“Selection of Service Provider for Fetching and Analysis of data from External Sources” RfP No. 532/CGTMSE/2019-20 dated February 24, 2020”**.

(b) All the individual envelopes must be super-scribed with the following information as well:

- i. Name of the bidder, Contact Number and mail id.
- ii. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
- iii. Envelope I, II & III should also contain softcopy in the form of DVD/CD of respective response documents.

2.12 Pre Contract Integrity Pact (IP)

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

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-XVII** on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place.

2.13 Important

Bidders must take the following points into consideration during preparation and submission of bids.

1. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
2. Faxed copies of any submission are not acceptable and will be rejected by the Trust.
3. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
4. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
5. The RFP is floated on CGTMSE website <http://www.cgtmse.in>, Central Public Procurement Portal (CPPP) at eprocure.gov.in. CGTMSE reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFP will be

posted on CGTMSE. Bidders must have close watch on CGTMSE CPPP during the intervening period before submitting response to RFP.

6. The bidder cannot quote for the project in part.
7. Each bidder shall submit only one proposal.

3. Background

3.1 Introduction

Government of India (GoI) and SIDBI to facilitate credit guarantee support to collateral free / third-party guarantee-free loans to the Micro and Small enterprises. It facilitates access to finance for un-served and under-served geographies, making availability of finance from conventional lenders to new generation entrepreneurs and under privileged, who lack supporting their loan proposal with collateral security and/or third-party guarantee.

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

In order to cover large number of MSEs and improve the ease of delivery, there have been continuous modifications in the product line of CGTMSE. CGTMSE has also introduced some structural changes in the current guarantee schemes, which would make the scheme more attractive to the MLIs and would enable increased credit flow to the MSE Sector. CGTMSE has grown significantly in its 19 years of existence both in terms of volumes of guarantees extended as well as coverage. The trust expects to grow even further given the size of MSE sector in country.

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

3.2 Existing Setup

The services mentioned in this RfP is mainly for the usage of proposed UDAAN portal. Udaan Portal is going to be deployed on cloud infrastructure. The infrastructure shall be having the WAF, SIEM, load balancer etc. The proposed database to be used shall be in MySQL to store all business-critical data. Most of the application servers are configured in load balancing mode. There is sufficient level of clustering proposed to be built at the virtualization / application level

4. Terms of Reference

4.1 Introduction

4.1.1 Introduction and Project Overview

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

CGTMSE was set up in 2000 by Ministry of Micro, Small and Medium Enterprises, Government of India (GoI) and SIDBI which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns, intends to issue this bid document, hereinafter called RFP, to eligible Bidders, hereinafter called as 'Bidders' or 'Vendors' or 'Service Provider' or 'Firm', to participate in the competitive bidding to provide GST Suvidha Provider (GSP) Services and ITR analyser services for UDAAN Portal

The Trust, for this purpose, invites proposal from Bidders. Bidder who is interested in participating in this RFP must fulfill the eligibility criteria and able to comply the technical specification of service requirements as mentioned in Technical Bid.

4.2 Purpose and Benefits of UDAAN Portal

Proposed Udaan working Model:

Udaan portal intends to bridge the connectivity gap between the borrowers and Trust (CGTMSE) by direct approach methodology. Udaan portal shall be having simple process of gathering key datapoints of borrower through authenticated data sources like GST, ITR, Bureau/s etc., and enable the MLI to initiate their internal credit appraisal process with help of data points provided from UDAAN Portal.

The borrower shall be having option to select the bank and similarly the MLI thereafter shall be conducting the due diligence of the lead / borrower. In case of CGTMSE eligible borrower, Udaan portal shall also issue the provisional guarantee certificate to borrower.

Benefits of Proposed Model:

The above model proposed would open a new channel for MLIs for sourcing the MSE borrowers. Since guarantees would be extended up front, MLIs can take their credit decision right at the beginning. A lot of basic information gathering would also be done by Udaan portal, which would ease the costs currently incurred by MLIs along with saving time and efforts in the credit appraisal process and since a risk gradation is also provided, MLIs have access to qualified leads and they can pick the cases as per their risk appetite.

Another larger benefit that the Udaan portal would want to achieve is reach out to the MSE directly and make them aware of the scheme and bridge the credit gap which currently exists in the country. Trust would leverage the technology to make the process seamless, unbiased and increase the efficiency of the program. The major benefit from cost angle for MLIs is that there is no upfront onboarding / participation fees to be charged to the MLIs. Further, the borrowers shall be availing a discounted guarantee fees for using / submitting their application through UDAAN portal.

4.3 Project Scope

4.3.1 Proposed processes

The broad processes proposed for the project is outlined below.

1. GST verification and demographic data fetch, detailed GST data fetch for sales, purchases based on GST returns through RESTful APIs.
2. Data fetch / upload from Income Tax returns (ITR) for proprietorship, partnership/LLP (presently ITR 3, 5 & 6) and transform the same into balance sheet, profit & loss, cash flow statements and ratio analysis and provide data through RESTful APIs and human readable formats.
3. Integration : The system is required to be integrated to existing applications. APIs for requesting and consuming the above information is required to be created. The data fetched after consuming the APIs to be stored in database tables and structures for use in various applications. Human readable formats to be stored in secured folders / database.
4. The system should connect with multiple APIs leading to real time data processing from authenticated sources through a customer consent based architecture. This includes data from

4.3.2 GST:

1. GST has been a major contributor for assessing credit worthiness of a business. The system should analyze the customers past GST Track record.
2. The system should be able to verify GST details, and fetch GST demographic details without any explicit login / API access by the customer.
3. The proposed system should allow login to GSTN portal / system by the customer and / or access customer data through API from GSTN.
4. The data would need to consist of basic GST details of the customer, invoices related to sales and purchases information.
5. The system would have to provide information for GST composition scheme (GSTR-4) also as per the simplified format of such return.
6. The information would need to be summarized and analyzed to obtain various inputs as required in the loan application, appraisal and rating processes, compliance / early warning signals.
7. The analyzed information should contain year/month wise purchases, sales, average purchase and sales, customer and supplier concentration, top 'n' customers, top 'n' suppliers, highest and lowest purchase and sales, percentage of sales and purchases of top five customers and suppliers against total, total number of customers and suppliers, breakup of B2B and B2C transactions etc.
8. It should allow customizable selection of transaction period like 3, 6, 9, 12, 24 months etc.
9. The solution would be required to correlate Trust transactions with GST returns and provide necessary insights / alerts.
10. The solution should be integrated with applications / Portals at CGTMSE (like in-house solutions like for UDAAN, Guarantee Management System etc.).
11. The vendor should provide necessary support for integrating with third party provided applications / solutions.
12. APIs should preferably be as REST APIs in JSON data format.
13. Any APIs required by the Trust to request and consume the information would also have to be developed by the vendor as part of implementation.
14. Vendor would have to ensure that the solution and its components, APIs etc. clear / pass Vulnerability Assessment and Penetration Testing (VAPT) conducted

by third party vendors appointed by CGTMSE and other security audit observations.

4.3.3 Income Tax:

1. The proposed system should allow online fetch from Income Tax portal and / or TRACES system on providing the portal credentials by the customer and / or access customer data through API from ITR.
2. It should also allow upload of XML/PDF based IT returns (XML/PDF return downloaded from ITR portal) filed as an alternative.
3. It should be able to identify and prevent edited / re-created PDFs and allow only ITR generated statements to be uploaded.
4. Enable reading of password protected statements (by accepting the passwords from the customer).
5. The data would need to consist of basic ITR details of the customer, at least last 3 years financial statements extracted from the returns filed for proprietorship, partnership firms, LLPs, private limited companies, public limited companies etc. like Form26AS, ITR 3, 5 & 6 and should be able to handle changes / revision in formats by CBDT.
6. The information would need to be summarized, analyzed and transformed into balance sheet, profit & loss, cash flow statements to obtain various inputs as required in the loan application, appraisal and rating processes.
7. The system would be required to collate multiple data points from ITR which includes the key data points of Balance Sheet and Income Statements.
8. These data points include Operating Profits/Loss, Working Capital, Net Worth, Liabilities, Assets, key financial ratios etc.
9. The bidder would need to provide back-to-back arrangement with relevant service provider(s) to obtain such data.
10. APIs should preferably be as REST APIs in JSON data format.
11. The solution should be integrated with applications at CGTMSE.
12. Any APIs required by the Trust to request and consume the information would also have to be developed by the vendor as part of implementation.

13. Vendor would have to ensure that the solution and its components, APIs etc. clear / pass Vulnerability Assessment and Penetration Testing (VAPT) conducted by third party vendors appointed by CGTMSE and other security audit observations.

14. The following parameters are required to be calculated (indicative / tentative list):

Net Sales OR Income
PBDIT
Depreciation
PBIT
Interest
Profit Before Tax
Profit after Tax
Gross Cash Accruals
Net Profit Margin
Gross Cash Accruals/ Net Sales
Net Working Capital
Working Capital Turnover Ratio
Networth
Secured Debt
TOL/ TNW
Debt Equity Ratio
Current Ratio
Inventory days
Debtor Days
Creditors Days
External Borrowings
ROCE
Quick Ratio
Profit After Tax growth
Sales Growth
Asset Turnover Ratio
Adjusted Total Debt/Equity
Growth in Debt/ Equity
Cash Interest Cover
Debt/ EBITDA
Free Reserves/ Equity
Operational Cash Flow (CFO) Margin
Growth in CFO Margin
Return on Equity

EBIDTA margin

Cash conversion cycle (days)

4.4 Service Level Agreement (SLA)

The SLAs for service would be as follows:

1. 24x7x365, 99.5% uptime of each service viz, GST and ITR would be required to be ensured.
2. Response time against any request to the API for data fetch should be less than 3 minutes. Response to authentication and other miscellaneous requests should be less than 15 seconds.
3. Support timings and availability would be as per sections 4.8, 4.9, 4.10.
4. Resolution of issues should be as follows:
 - a. Major issues causing disruption of service like unavailability of API service, platform – 2 hours
 - b. Operational / Technical issues affecting multiple users – 4 hours
 - c. Operational / Technical issues affecting any specific case – 8 hours
 - d. Change management – as mutually agreed
5. Detailed information of SLA and Liquidated Damages (LD) are provided in section 9.7 in **Annexure-XXI**

4.5 Implementation

The High-level activities which will be carried out for Implementation of the proposed platform is as below:

1. Requirements Analysis –which includes:
 - a. Requirements elicitation with Trust’s business team based on discussions, structured questionnaire etc.
 - b. Arriving at detailed requirements specification for platform functionalities and exact data points
2. System Design – Design for the proposed system based on identified requirements.
 - a. High level System specification with overall architecture covering Technical Architecture including security architecture

- b. Low level System specification with interface level details and elaboration of the High Level Design (HLD) core modules & Test Cases.
3. Installation and Configuring of Solution including deployment of APIs, creation of APIs for requesting data and consuming APIs, creation of data structures for request data and consumption (received from API) data and storage of human readable form reports.
4. Implementation of platform which includes:
 - a. Integrations as defined in scope
 - b. Unit testing of modules.
5. System and Integration Testing of the developed platform
6. User Acceptance Testing (UAT) – by Trust’s Business team.
7. System and functional documentation
8. Deployment and GO LIVE Commissioning – Deployment of the solution in production environment, support and maintenance.

4.6 Services during Implementation / Support

1. **Bidder would be required to provide one support person at CGTMSE office at Mumbai or as decided by CGTMSE.** The support person would act as SPOC and arrange to resolve all technical and functional issues, queries faced by operating units / customers / DC support teams. The SPOC would coordinate internally with technical/ functional teams of the Bidder for resolution of all issues. In case any of the services is not directly offered by the Bidder, the SPOC would be responsible for coordination with the respective service provider to ensure resolution of issues.

If any of the services are not offered directly by the Bidder, the bidder would need to provide back-to-back arrangement with relevant service provider(s) to obtain such data/service. The Bidder would also have to submit an SLA with such service provider to ensure 24x7, 99.5% uptime of service and adherence to application response and issue resolution time. Bidder to also provide SPOC details of such service provider.

2. All the components of proposed solution in the DC site should be replicable at the DR site (except for test and development environment).
3. The Bidder should be capable of supply, configure, customize, maintain and support a solution offered by them, which also includes but not limited to:

- Installation, re-installation, migration to different server at DC/DR, upgradation to higher version of software platform (example migration to higher version of Java), customization/ development and maintenance of required solutions
 - Provide interfaces required to integrate the solution with other Trusting systems and applications.
 - Training the core team including technical training with regard to API installation, configuration & setup
 - Provide hand-holding support during roll-out
 - Handover of code for APIs and integration developed for requesting and consuming APIs.
4. Based on the contents of the RFP, the Bidder shall be required to independently arrive at a solution to support Trust's requirements, after taking into consideration the effort estimated for implementation, resources and the equipment requirements. The Trust expressly stipulates that selection of Bidder under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the services and the deliverables in connection therewith are only a part of the assignment as per the defined scope of work. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment on turn-key basis at no additional cost to the Trust.
 5. The Bidder has to envisage all necessary services to be provided and ensure that the same are delivered to the Trust. The Trust will not accept any plea of the Bidder at a later date for omission of services mandatory for successful implementation of the solution as per the defined scope of work on the pretext that the same was not explicitly mentioned in the RFP.
 6. The successful Bidder/Bidders shall work with Trust team to design the solution architecture and complete project plan considering the licensing requirements for all the functional requirements of CGTMSE.
 7. There shall be stabilization period of -30- days post GO LIVE. During this period, the successful Bidder is also expected to provide hand-holding services to the operations team.
 8. The successful Bidder is expected to ensure that functionalities currently being used by CGTMSE or being envisaged by CGTMSE are made available.
 9. The successful Bidder is expected to ensure all the regulatory requirements like changes in ITR formats, change/ addition in GST data filing formats etc. are made available without any extra cost.

10. The successful Bidder is expected to carry out a requirement study for the functionalities and services required by CGTMSE, to gain understanding of the business requirements and functioning of the entire eco system.
11. The Bidder must furnish contract agreements with other vendors whose products or services being offer by the Bidder. The Bidder must further continue with the same vendors and shall not be permitted to change the vendors after the bid is submitted unless expressly permitted by CGTMSE after submission of reasons for change by the Bidder. Failure to adhere to this clause will attract disqualification of the bid/ contract as well as invoke related damage clauses as specified in Terms and Conditions.
12. The successful Bidder must support and maintain both production (at DC and DR), testing and training environments.
13. The solution provided by Bidder should be industry standard and secure.
14. The successful Bidder to assist in Vulnerability Assessment and Penetration Testing (VAPT) by third party auditor selected by CGTMSE and sort out all issues arising out of VAPT.
15. No manual intervention should be required between one module/component to other for data transfer and all the process should be STP wherever required.
16. The successful Bidder is expected to assist the Trust in performing UAT of the application as part of deployment and subsequent changes. The successful Bidder will prepare test cases and shall be responsible for securing necessary approval from stakeholders on acceptance of the test cases.
17. The successful Bidder would also be responsible to independently test the application for its working and also assist the Trust's core team in the testing of the application.
18. The successful Bidder is expected to customize the solution based on requirements of Trust.
19. The successful Bidder would be expected to manage, maintain and monitor the solution for the period of the contract.
20. The phase wise project GO LIVE shall be considered as complete when:
 - a. The entire functionalities mentioned in scope of the platform are integrated as single solution
 - b. All the functionalities of the platform are tested and signed off by the Trust.

- c. Bidder is required to get a certification from functional team related to business verticals

21. For smooth completion of the project, the Bidder should identify one or two of its representatives at Mumbai as the Project Manager for the Trust and act as SPOC on behalf of the Bidder. The representatives nominated for the project should submit Project Status Report on a weekly basis, regarding implementation of the project. Project Status Report shall contain details of work done vis-à-vis total work under the project. Project Status Report should be comprehensive to enable the Trust to refer to any details at a future date.

4.7 Project Timelines

Purchase Order Issuance Date	T
Delivery and Acceptance of Software Requirement Specifications (SRS)	T+7 CD
Development Completion & installation / configuration	T+14 CD
User Acceptance Testing (UAT) Completion	T+18 CD
Vulnerability Assessment and Penetration Testing (VAPT)	T+21 CD
GO LIVE	T+24 CD
Support and maintenance	GO LIVE+ 1 year

CD = Calendar Days

4.8 Working Days / Hours

1. CGTMSE office time and holiday calendar shall be applicable for support resources.
2. Following is the service window to be followed by Vendor:

Service Scope	Service Window
Working hours will be advised to the selected bidder. Staggered duty may be considered beyond normal office hours, if required.	As per CGTMSE's working hours; Presently 8 hrs x 5 days (Monday to Friday)

4.9 Leaves and Holidays

1. CGTMSE holidays will be applicable. In case required, the support resources will have to work beyond normal working hours and holidays.
2. In case of resource requirement on holiday /Saturday/ Sunday, on advice from CGTMSE, resources should work on holiday / Saturday / Sunday also. For this extra day/time of working, CGTMSE will not be compensating anything extra

4.10 Important Project Scope and Commercial Details

The bidder must understand that the commercial requested is strictly for GSP raw data. There are number of features enlisted in this RfP, is for understanding the competency of the bidder; however, the rates to be considered in TCO shall be purely on GST raw data to be provided by GSP. There is an additional line item in which the bidder needs to provide the rate of GST data analysis, however the same is not considered into TCO calculation. Trust reserves the rights to utilize those rates in case it requires at any point of time during project tenure.

4.11 Transition Management

The Bidder understands the criticality of this Project and that it would form the basis of the core credit decisions of the Trust, for the tenure of Contract under this RFP. The Bidder therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process as it would require CGTMSE to appoint an alternate service provider, after the completion of the notice period, and only after completion of the Bidders obligations under a reverse transition mechanism. During this period of Reverse Transition, the Bidder shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Trust shall make payment for these services as per terms mentioned in this RfP.

5. Process of Selection

5.1 Evaluation process

1. The Trust has adopted a Three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - i. Minimum Eligibility / pre-qualification Criteria
 - ii. Technical Evaluation
 - iii. Commercial Evaluation
2. The Trust shall, first evaluate the response submitted against 'Minimum Eligibility / pre-qualification' criteria and based on its evaluation, 'Technical bids' shall be opened only for the bidders qualifying the eligibility criteria. The final selection will be done based on the commercial evaluation (L1) of technically short listed bidders.
3. The evaluation by the Trust will be undertaken by a Committee of Officials or/and representatives formed by the Trust and its decision will be final.

During evaluation of Bids, the Trust, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by the Trust. No change in the price of substance of the Bid shall be sought, offered or permitted.

The process of selection would be as follows:

- a. Issue of RFP
- b. Clarification / Pre-Bid Meeting
- c. Submission of Bids
- d. Opening of Eligibility & Technical Bids
- e. Discussion / Presentations of the service provider's meeting eligibility criteria with selection committee - Technical Score
- f. Opening of financial bids of the bidders that are technically qualified (Technically qualified bidders will be ones that have scored above the predefined threshold decided by CGTMSE)
- g. The final bidder would be decided based on L1 (lowest TCO in financial bid) among the technically qualified bidders.

5.2 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the Important Information for RFP given in the beginning of the RFP. During the opening of the bids, the bidders can depute an authorized representative (only one) to attend the bid opening process. No separate information will be given in this regard to the bidders for deputing their representatives. The representative should submit an authority letter duly

signed by the service provider authorizing him to represent and attend the Bid opening on behalf of service provider. The authorised representative having photo identification, present shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the bidders.

5.3 Preliminary Examinations

1. The Trust will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. The Trust may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. Prior to the detailed evaluation, the Trust will determine the substantial responsiveness of each Bid to the Bidding document. For the purpose of this clause, a substantially responsive Bid is one, which conforms to all the essential and mandatory requirements and / or contains reservations with regard to the critical and essential terms and conditions of the Bidding Document without material deviations.
4. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, Force Majeure etc. will be deemed to be a material deviation.
5. The Trust's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Trust would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.
6. If a Bid is not substantially responsive, it will be rejected by the Trust and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
7. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
8. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.

The bidder should satisfy the pre-qualification criteria as specified in the tender.

5.4 Eligibility

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria:

Sr. No.	Criteria	Documents to be submitted as a proof/declaration
1.	The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.	<ul style="list-style-type: none"> • Partnership firm: Certified copy of Partnership Deed. • Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business. • Reference of Act/Notification
2.	The bidder should have positive net worth in 2 years out of the last three years.	Copies of Audited Balance Sheet for FY 17, FY 18 and FY 19.
3.	The Bidder should have a minimum turnover of at least INR 3 crores or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid.	Copies of Audited Balance Sheet for FY 17, FY 18 and FY 19.
4.	The Bidder should have an office registered in India.	Self declaration with contact details of the Bidder on Bidder's Letterhead signed by authorized signatory of the Bidder
5.	The Bidder or partner through which a specific service is proposed must have completed at least one project each in the 2 services of proposed solution implementation viz. GST and ITR in an entity in BFSI** sector in India. Reference of all such experiences where the implementation activity is complete as on the last date of submission of bids, will only be considered.	Copy of work order along with completion certificate for completed projects or any other document which establishes the implementation. Completion certificate issued by the customer must indicate the date of implementation sign-off of the solution.
6.	Bidder should not have been blacklisted by any PSU or Public/ Private Sector Bank or RBI or IBA or any other	Self declaration regarding Clean Track Record as per format Annexure-XII enclosed.

Sr. No.	Criteria	Documents to be submitted as a proof/declaration
	Government entity as on the last date of submission of Bid.	
7.	The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure-XVII	Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in Annexure-XVII needs to be enclosed.
8.	Compliance of Statutory & Regulatory guidelines	Self declaration on company's letter-head duly signed by authorized signatory of the bidder
9	Certification from GSTN to do GSP business shall submit their sealed bids along with GSTN Authorization Certificate (It may be noted it is mandatory for bidder or partner who is to provide details, to be a "GSP"); Only "ASP" shall not be eligible for this RfP.	GSTN Authorized Certificate certifying bidder being GST Suvidha Provider (GSP)

Note :

1. The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. The criteria mentioned above is mandatory.
2. Only those who fulfill all the eligibility criteria will qualify for further evaluation.
3. Photocopies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the claims made. The Trust reserves the right to verify / evaluate the claims made by the Bidder independently.
4. Reference Site Customer Name and Contact information to be provided to the Trust with whom discussion can be done.
5. **Scheduled Trusts in public or private sector / All India FIs / Insurance Cos / NBFC / Regulatory bodies dealing with any financial matter in India, Fintech platforms will be considered under BFSI.
6. In case bidder is not GSP and ITR analyser together, Bidder may bring partner to provide the other service; however, bidder shall be prime responsible for completing the entire scope of the project as mentioned in this RfP.

5.5 Technical Evaluation

The technical bid submitted will be evaluated by selection committee. The selection committee would undertake a discussion / presentation with the service provider on the understanding of the key challenges before CGTMSE, proposed Approach and Methodology to be adopted, time frame for implementation of activities in CGTMSE and the proposed team. The technical capabilities and competence of the Service provider should be clearly reflected in the discussion / presentation. CGTMSE will inform the date, time and venue of the discussion / presentation to the Service providers that have met the eligibility criteria.

Based on the details submitted by the Service Providers in the Technical Proposal and the Discussion / Presentation with the Selection Committee of CGTMSE, the Technical Evaluation of the eligible Service Providers will be carried out as furnished below:

5.5.1 Overall Technical Scoring

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Phase	Evaluation	Scores
1	Features & Functionality	30
2	Relevance of credentials	30
3	Presentation & Product Demonstration	30
4	Customer Feedback	10
	Total	100

However, the Trust at its discretion may reject the proposal of the Bidder or will not consider Bidder below cut-off marks by relaxing as mentioned above, if in the Trust's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts/site visited are negative or the proposed solution does not meet the Trust's functional and technical requirement.

The basis of scoring the overall technical bid is described in the following sub-sections.

5.5.2 Evaluation of Features and Functionality

- i. Primarily, this evaluation would be based upon response to the features and functionalities. The basis for evaluation of Features and Functionality is given below.
- ii. This evaluation would be carried out for the proposed Solution only.

The vendor will be required to demonstrate the product capabilities. During the product demonstration, CGTMSE will validate the scores given by vendors. In the event CGTMSE feels that the vendor scores do not correctly reflect the status of the software vis-à-vis the functionality, CGTMSE reserves the right to revise the vendor scores.

Detailed Technical Evaluation Scorecard

Sl. No.	EVALUATION PARAMETERS	SCORE	Comments/ Remarks
A	Ecosystem connect	Marks	Comments/ Remarks
i)	GST data fetch and analysis	10	Marks maximum (would be based on completeness of feature and functionality and data points against each service).
ii)	IT Returns fetch and financial data analysis	10	
B	APIs and Integration	5	Adherence to REST API using JSON and security architecture of solution, storage of data received / consumed from APIs, implementation plan & adherence to timelines
C	Support	5	Support methodology & process – 5 marks
TOTAL		30	

5.5.3 Relevance of Credentials

Sl.No	Number of Relevant credentials	Marks	
1	Number of similar projects undertaken in BFSI by Bidder or partner for the respective service.		
A	GST	15	5 and above projects – 15 4 projects - 12 3 projects – 9

			Upto 2 projects – 6
b	ITR	15	5 and above projects – 15 4 projects - 12 3 projects – 9 Upto 2 projects – 6
	Total	30	

5.5.4 Technical presentation

The Trust would request the Service providers to present and explain the solution proposed. The service provider will be evaluated on the following basis:

	Technical presentation	Weightage
A	Understanding the key objectives of RFP and Provides details of software components to be used	5
B	Key deliverables identified and Plan of action outlined. Maps to vision in addition to solving current problems	5
C	Outlines solution overview. More than 90% of technical and functional specifications met	5
D	Details of resources, prior experience and confidence of execution	5
E	Implementation plan, milestones are discussed and Post implementation support models discussed	5
F	Product support, Training, handling scale, growth metrics and additional capabilities discussed	5
	Total	30

5.5.5 Product Demonstration

The Trust would request the Service providers to present and demonstrate the base solution proposed. This would require the bidder to demonstrate use cases on the base product to the officials of the Trust. The purpose of the product demonstration will be to understand and validate the functional and technical aspects of the product and capability to build the required platform as per the requirements of the RfP through customization / enhancement.

5.5.6 Feedback from Customers

Trust's officials may obtain feedback from visit Service provider sites where the platform is implemented as per details provided by the Service provider under section 5.5.3 – Relevance of Credentials. The purpose of the visits will be to

understand and validate the functional, technical, project implementation and management, service delivery capabilities of the service providers.

5.5.7 Miscellaneous

During evaluation of the Tenders, the Trust, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered or permitted

The Trust's reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Trust shall be final and binding on all the bidders to this document and Trust will not entertain any correspondence in this regard.

1. The technical bid will be analyzed and evaluated, based on which Technical Score shall be assigned to each bid on the basis of parameters mentioned above.
2. Technical Bids receiving score greater than or equal to 75 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
3. If less than 3 bidders qualify as per technical criteria, CGTMSE reserves the right to short list maximum top 3 bidders subject to Technical Score of 70.

Note:

- a. Documentary evidence must be submitted for each criterion and undertaking or declaration made by the service provider must be on the company letter head and is to be signed by an authorized signatory.
- b. Completion Letter / Reference Letter (Format given in **Annexure –IV : Format for Reference Letter from Client**) from relevant Senior Executive of the Service Provider to be attached for each engagement reference mentioned.

5.6 Evaluation of Commercial Bid

1. The commercial bids should be submitted as per Annexure-IX. Commercial bids not found to be submitted in the prescribed format and in accordance with the terms of this RfP, shall be declared as 'Non-responsive' and hence shall be rejected.
2. In this phase, the Commercial Bids of the Bidders, who are found eligible in previous phases, will be taken for commercial evaluation.
3. Bidders who do not qualify the pre-qualification evaluation and technical evaluation shall not be invited for opening of commercials. The date for opening of commercial bids will be separately advised to the short listed bidders.
4. Total cost of ownership (TCO) would be arrived as:

I = implementation cost (would include development, installation, setup, customization, configuration, VAPT issue resolution and testing costs). This would include 1 year warranty on software (APIs etc.) developed to request / consume services.

G = per transaction cost for GST (GST verification and data fetch for a customer for 1 year data would be considered as a single transaction) **x 250000 transactions**

T = per transaction cost for ITR (for a single customer for 3 years of ITR would be considered as a single transaction) **x 250000 transactions**

S = per month cost for support x 12 months

C = change management / additional integration cost (person-days) x 30 person-days

$$\text{TCO} = \text{I} + \text{G} + \text{T} + \text{S} + \text{C}$$

5.7 Arithmetic errors correction

1. Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:
2. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
3. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
4. If the bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
5. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct
6. The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Trust, or their bid should be rejected.
7. Trust may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

5.8 No Commitment to Accept Lowest or Any Offer

1. The Trust reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The Trust will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
3. The bids received and accepted will be evaluated by the Trust to ascertain the best and lowest bid in the interest of the Trust. However, the Trust does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Trust reserves the right to re-tender.
4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Trust may elect to modify / withdraw the tender.

5.9 Notification of Outcome

CGTMSE will notify the service provider who has been appointed either in writing or by email as soon as practicable, about the outcome of the RFP evaluation process. CGTMSE is not obliged to provide any reasons for any such acceptance or rejection. The decision of CGTMSE shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

5.10 Signing of the Contract

The successful bidder shall be required to enter into a contract with CGTMSE within 30 days of the award of the contract/PO/LOI or within such extended period as may be specified by CGTMSE, based on terms and conditions as contained in this RFP document and other standards relevant clauses as well as bidders offer document with all its enclosures, modification arising out of negotiation / clarification etc.

6. Terms and Conditions

6.1 General

1. The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
2. Information provided in this RFP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RFP document as a whole while responding. Bidder must get the doubts, if any, clarified by CGTMSE before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. CGTMSE shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
3. Unless expressly overridden by the specific agreement to be entered into between the Trust and the successful Bidder, the RFP shall be the governing document for arrangement between the Trust and the Bidders.
4. CGTMSE shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. CGTMSE reserves the right to make any changes in the terms and conditions of purchase. CGTMSE will not be obliged to meet and have discussions with any Bidder, and / or to respond to any representations.
5. CGTMSE reserves the right to extend the dates for submission of responses to this document with intimation on the Trust's website.
6. Unless agreed to specifically by the Trust in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.

7. CGTMSE reserves the right to change the required specifications and ask for the revised bids or cancel the process without assigning any reasons.
8. The scope of the proposal shall be on the basis of single point responsibility, completely covering the services specified under this RFP.
9. Bidder must be ready to accept the extension of the contract by a further period of maximum 12 (twelve) months on the same terms and conditions, if so desired by CGTMSE.
10. The Bidder shall promptly notify CGTMSE of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.

6.2 Clarification of Bids

1. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in Bid Information Sheet) It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
2. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted by date as mentioned in 'Critical information' section of RfP. Trust has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Trust, together with amendment to the bidding document, if any, will be posted on the website. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the website before final submission of bids.
4. During evaluation of Bids, the Trust, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (e-Mail/letter), and no change in the price of substance of the Bid shall be sought, offered or permitted.
5. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
6. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

6.3 Amendment to the bidding document

1. At any time prior to the deadline for submission of Bids, CGTMSE may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RFP by amendment and same will be placed on the Trust's website for information of all prospective Bidders.
2. The amendment will be posted on Trust's website www.CGTMSE.in and CPP portal.
3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Trust will not have any responsibility in case some omission is done by any bidder.
4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Trust, at its discretion, may extend the deadline for the submission of Bids.

6.4 Language of Bid

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

6.5 Rules for Responding to the RFP

1. The responses to the RFP would be deemed to be legal documents and will form part of the final contract. Bidders are required to attach a '**Letter of competence**' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in **Annexure-VII**.
2. Bidders shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have prior to finalizing their responses. All questions are to be submitted to the contact details mentioned, and should be received by the point of contact not later than the date mentioned in 'Critical Information' of this RFP document. Responses to inquiries and any other corrections and amendment will be made available on Trust's website. The Bidder, which posed the question, will remain anonymous.

3. Any part of the response either technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the Trust.
4. CGTMSE reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of CGTMSE, the information furnished is incomplete or the Bidder does not qualify for the contract.
5. The bids will have to be signed on all pages of the bid by the authorised signatory. Unsigned bids would be treated as incomplete and would be rejected.
6. The Bidder must submit the response exactly in the formats mentioned in this RFP and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. CGTMSE would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant additional information.
7. By submitting a proposal, the Bidder agrees to promptly contract with CGTMSE for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with CGTMSE within stipulated time will relieve CGTMSE of any obligation to the Bidder, and a different Bidder may be selected.
8. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by CGTMSE.
9. Responses received after the due date / time would be considered late and shall not be accepted or opened. Late received bids shall be returned un-opened.
10. CGTMSE would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and also would not return the bid to the Bidder.
11. CGTMSE shall not be liable for costs incurred during any discussion on proposals or proposed contracts or for any work performed in connection therewith.

12. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “offered”, “noted”, “as given in brochure / manual” is not acceptable. CGTMSE may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
13. Responses received become the property of CGTMSE and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
14. The Bidders shall adhere to the terms of this RFP document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RFP. The Trust reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.

6.6 Bid Security & Performance Guarantee

6.6.1 Bid Security / Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of amount of **₹ 2,10,000/- (₹ Two Lakh ten thousand only)** in the form of Demand Draft/ Pay Order OR Bank guarantee issued by a scheduled commercial bank.
2. Demand Draft/Pay order should be in favour of “**CGTMSE**” payable at **Mumbai** or in the form of Performance Security. The Demand Draft/ Pay Order should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Trust.

3. Format of EMD/ Bid Security is prescribed in “**Annexure XV – EMD / Bid Security Form**”. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
4. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
5. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:
 - i. In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
 - ii. Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - iii. In case the successful Bidder fails to accept and sign the contract as specified in this document within time stipulated by CGTMSE for any reason whatsoever; or
 - iv. In case the successful Bidder fails to provide the performance guarantee within 15 days from the date of issuing the Letter of Intent / placing the order by the Trust or signing of the contract, whichever is earlier, for any reason whatsoever.

Besides forfeiting the EMD, the Trust may ban the bidder from subsequent bidding for a period of not less than 3 years.

6. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:
 - i. Receipt of the signed contract and performance security from the successful bidder. **OR**
 - ii. The end of the bid validity period, including extended period (if any), **OR**
 - iii. Issue of Letter of Intent / Purchase order to the successful bidder
7. Successful bidder will be refunded the EMD amount only after submission of Performance Bank Guarantee as mentioned in Performance Bank Guarantee (PBG) section.
8. No interest will be paid on EMD.

9. Request for exemption from EMD will not be entertained. (For MSMEs & Startups, refer to section 7 Public Procurement)

6.6.2 Performance Bank Guarantee (PBG)

1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Trust equivalent to **10%** of the total contract value for one year. The year having highest contract value will be used for calculation of value of PBG. **The performance guarantee will be valid till at least three months beyond the expiry of the contract period.** The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Trust. The guarantee should be from a scheduled commercial bank only.
2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Trust shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
3. In case of expiry of BG prior to project completion, the bidder will be required to renew the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by CGTMSE, the Trust reserves the right to cancel the order and forfeit the EMD.
4. The Performance Bank Guarantee would be returned to the successful Bidder after the expiry or termination of the contract plus 90 days on satisfaction of the Trust that there are no dues recoverable from the successful Bidder.
5. Notwithstanding anything to the contrary contained in the contract, CGTMSE shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
6. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by CGTMSE.
7. If aggregated liquidated damages exceeds 10% of the aggregate cost of all orders placed for the corresponding year, CGTMSE will inter-alias, be at liberty to invoke

the performance guarantee within the ambit of Section 6.7 (2) hereinafter in addition to other remedies available to it under the contract or otherwise.

8. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of CGTMSE should entitle the Bidder to a reasonable extension of time, such extension may be considered by CGTMSE at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. CGTMSE shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

6.7 Forfeiture of performance security

1. The Trust shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Trust's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.
2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Trust shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

6.8 Procurement Policy on Micro and Small Enterprises (MSEs)

1. CGTMSE is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. Such Micro and Small Enterprises (MSEs) would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of

the same by SC/ST along with the tender/RFP. However, division of order not possible, hence no cost preference.

5. Bidder is required to inform its MSME status, if applicable.

6.9 Period of Validity of Bids

1. Prices and other terms offered by Bidders must be firm for an acceptance period of six (6) months from last date for submission of bids as mentioned in 'Critical information' sheet.
2. In exceptional circumstances the Trust may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
3. Trust, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

6.10 Deadline for submission of Bids

1. The bids must be received by the Trust at the specified address not later than date mentioned in 'Critical Information', given in the beginning of this document.
2. In the event of the specified date for the submission of bids, being declared a holiday for the Trust, the bids will be received up to the appointed time on the next working day.
3. The Trust may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Trust and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

6.11 Late Bids

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

6.12 Modification And/ Or Withdrawal of Bids

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Trust, prior to the deadline prescribed for submission of bids.
2. The Bid modification or withdrawal notice must be on bidder's letterhead, signed by authorized signatory and sealed. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Trust not later than the deadline for submission of bids.
3. No bid may be modified or withdrawn after the deadline for submission of bids.
4. Trust has the right to reject any or all bids received without assigning any reason whatsoever. Trust shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

6.13 Opening of Bids by the Trust

1. Bids, received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.
2. On the scheduled date and time, bids will be opened by the Trust Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
3. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, Trust at its discretion will proceed further with opening of the technical bids in their absence.
4. The Bidder name, and such other details as the Trust, at its discretion may consider appropriate will be announced at the time of bid opening.
5. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

6.14 Preliminary Examinations

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

6. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

6.15 Use of Contract Documents and Information

1. The bidder shall not, without the Trust's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Trust in connection with, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
2. The Bidder will treat as confidential all data and information about the Trust, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Trust.

6.16 Rules for Evaluation of Responses

1. All the responsive bids will be evaluated as per the procedure detailed in Chapter-5 – Process of Selection.
2. All the documentary proofs are to be submitted along with the bid in this regard.
3. To assist in the scrutiny, evaluation and comparison of responses/offers, CGTMSE may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. CGTMSE has the right to disqualify the Bidder whose clarification is not received by CGTMSE by the stipulated time or is found not suitable to the proposed project.
4. CGTMSE may appoint the services of an external consultant for evaluation of the bid proposal.
5. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. CGTMSE would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
6. CGTMSE may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of CGTMSE contains any false or misleading claims or statements. CGTMSE shall not be liable to any person for excluding or rejecting any such proposal.

7. Trust may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
8. CGTMSE reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document. CGTMSE would not give any clarification/explanation to the concerned bidder in case of such rejection.
9. CGTMSE reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
10. CGTMSE will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and qualifying evaluation criteria. However, CGTMSE shall not be bound to accept any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

6.17 Contacting the Trust

1. After opening of Bid to the time a communication in writing about its qualification or otherwise received from the Trust, bidder shall NOT contact the Trust on any matter relating to its Bid.
2. Any effort by the Bidder to influence the Trust in its decisions on Bid evaluation, bid comparison may result in the rejection or even of the Bidder's Bid.

6.18 Award of Contract

The Trust will award the contract to the successful Bidder, out of the Bidders who have responded to Trust's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the L1 Bidder.

6.19 Conditional Bids

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

6.20 Adherence to terms and conditions

The Service providers who wish to submit their responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents / bidders, such responses may be disqualified and may not be considered for the selection process.

6.21 Service provider's Responsibilities and Related Conditions

1. Attention of bidders is drawn to the relevant and extant instructions of Gol, General Financial Rules (GFR) issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the service provider and are required to be complied with.
2. The Service provider shall, subject to the provisions of the Assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.
3. The Service provider shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of CGTMSE.
4. The Service provider should provide professional, objective, un-biased and impartial inputs, recommendation and advices at all times and hold CGTMSE's interest paramount and should observe the highest standard of ethics, values, code of conduct and honesty while executing the assignment.
5. The service provider carries with him/her/it a certain degree of accountability for any advice or /and any services rendered to CGTMSE, keeping in view norms of ethical business, professionalism and the fact that such advice or service is rendered for a consideration. CGTMSE may enforce such accountability in case of improper discharge of contractual obligations / deviant conduct by / of any of the parties to the contract. In this, share of CGTMSE's responsibility, for accepting advice / and services provided by the service provider, will also be taken into consideration.
6. The service provider must act, at all times, in the interest of CGTMSE and render any advice / service with professional integrity. The service provider shall always keep in view transparency, competitiveness, economy and efficiency in regard with matters related to the subject of the contract or assignment.

7. A service provider is expected to undertake an assignment/project, only in the areas of his/its expertise and where it has capability to deliver efficient and effective advice /services to the client.
8. The service provider will have to cooperate fully with any legitimately provided / constituted investigative body conducting enquiry into processing or execution of the service contract / any other matter related with discharge of contractual obligations by the service provider.
9. Any loss occurring due to the negligence / fraudulent activities of the Service Provider / outsourced persons deployed by them, would be recovered from the Service Provider.

6.22 Sufficiency of Tender

The Service providers shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices before agreeing to the Terms and Conditions. The rates quoted by the Service providers shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Service providers should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount without taxes, royalties and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment.

6.23 Contract Agreement

The selected Service provider will be required to execute the following:

“Contract / Agreement which will include all the services and terms and conditions of the services to be extended as detailed here in and as may be prescribed or recommended by CGTMSE”.

If the selected Service provider differs / does not agree on any conditions / terms of the contract, CGTMSE has the right to appoint the next ranked Service provider without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.

If the successful bidder fails to return the signed contract or provide the required performance security or expresses inability to carry out the contract or fails to start the work within stipulated time, CGTMSE shall forfeit the bid security

amount (EMD) of the bidder and ban the contractor from subsequent bidding for a period of 3 years.

Unless and until a formal Agreement is prepared and executed, this Tender (RFP) together with the written acceptance of the Service provider thereof shall constitute binding Terms and Conditions between the parties.

6.24 Project Timelines

1. The Service provider should adhere to the project schedule as stipulated in the **section 4.7- Project Timelines**. Failure to do so would be liable for LD as stated in the RFP, unless CGTMSE grant an extension to the Service provider in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of CGTMSE to grant such an extension.
2. The reference date for purpose of counting all timelines as mentioned above would be the date of award of the Contract.
3. CGTMSE will consider the inability of the Service provider to deliver the services within the specified time limit, as a breach of contract and would entail the payment of Liquidated Damages on the part of the Service provider.
4. CGTMSE shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions
5. The liquidation damages represent an estimate of the loss or damage that CGTMSE may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, acceptance etc. of the deliverables) by the Bidder.

6.25 Tenure

1. The Service provider will be appointed for a period of 1 year / 12 months from the date of signing of the contract. If so desired by CGTMSE, contract may be extended for a maximum period of 24 months on the same terms and conditions and costs / rates. However, this would be subject to satisfactory performance during periodic reviews based on demonstrated capabilities / abilities, which would be solely adjudged by CGTMSE. In case the performance of the service provider is deemed unsatisfactory; the contract will be terminated as per the provision of the "termination of contract" clause mentioned in this RFP.

6.26 Annual Review

CGTMSE will conduct annual review and inspection, as and when required, to review service provider performance/ financial stability / service reliability as per the metrics / criteria defined in the RfP.

6.27 Commercial Bid

1. **Currency** – The Bidder is required to quote in Indian Rupees ('INR'/ '₹'). Bids in currencies other than INR may not be considered.
2. **Tax** -The prices quoted would include all costs such as GST, custom duties, transportation, out of pocket expenses, lodging and boarding expenses, service tax, Education cess, Swachh Bharat Cess, Krishi Kalyan Cess etc., that need to be incurred (at current rate). No additional cost whatsoever would be paid.
3. **Validity of Bids** - The prices and other terms offered by Bidders must be firm for an acceptance period of six (6) months from date of opening of the commercial bids.
4. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by CGTMSE, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to CGTMSE in its favour. This will remain applicable throughout the contract period.
5. It would be bidder's responsibility to identify and factor cost of each and every commercial item mentioned in this RfP document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected bidder (Service Provider) has to provide the services at its own cost. However, if anything is missed out by CGTMSE in the RfP document, CGTMSE would bear the additional expenditure to avail the services at the rate mentioned in the commercial bids of the Service Provider for similar such item.
6. The Commercial Bid should be strictly as per format mentioned in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the Trust.

6.28 No Commitment to Accept Lowest or Any Offer

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

6.29 Acceptance of the Services

After the transition period, the services will be accepted once all the requisite services deliveries have been commenced and requisite resources as per the agreement has been deployed to the satisfaction of CGTMSE. Service provider must obtain the signature of acceptance from CGTMSE at appropriate time.

6.30 Ownership of Delivered Services

The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services under the contract and be responsible for the services delivered. All the deliverables as per the scope of this RfP will become the property of the Trust.

6.31 Application Integrity Statement

The selected Bidder, who will be awarded the contract, will be required to provide application integrity statement, in the format as prescribed by Trust, along with acceptance of the purchase order, declaring software/patch releases/ new versions developed under the contract shall be free of any malware, free of any obvious bugs and free of any covert channels in the code. Bidder will follow industry standards viz. Open Web Application Security Project (OWASP) guidelines during software development / maintenance.

6.32 Terms of Payment

CGTMSE will release the payment of the agreed Professional / Service Fees to the selected Service provider after deduction of applicable taxes at source.

If any of the items/ activities corresponding to which certain price as mentioned in the price Bid is quoted, is not taken up by CGTMSE during the course of this assignment, CGTMSE will not pay the professional fees quoted by the selected Service provider in the Price Bid against such activity/ item.

Milestone	Payment %
GO LIVE	100% of implementation cost
Opex per transaction cost	Monthly

- Opex per transaction cost will be paid on the basis on actual no. of transactions during the period

1. Payment Terms

- a. Payment will be made **monthly** on submission of invoices. The service provider will submit invoices at the end of the month. The Trust will make the payment within 30 days subject to submission of invoices along with supporting documents / reports towards delivery of services and post acceptance by

CGTMSE for the satisfactory service delivery. Applicable liquidity damages will be deducted to arrive at the payable for the month.

- b. First payment to the vendor will be payable after submission of Performance Bank Guarantee for an amount equivalent to 10% of the order value. The performance bank guarantee should be as per the format given in Annexure - XVI.
- c. All the payments will be made electronically through RTGS/ NEFT. Vendor to submit Bank Mandate Form (as per Annexure -XIX) along with cancelled cheque in original before raising first invoice.
- d. The Bidder must accept the payment terms proposed by the Trust. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Trust. Any deviation from the proposed payment terms would not be accepted. The Trust shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Trust.
- e. TDS, if any, will be deducted while releasing the payment.
- f. All Payments will be made to the Bidder in Indian Rupee only.

2. Payments: Invoices should be submitted in accordance with the specific instructions provided below:

- a. Subject to CGTMSE being satisfied that the Service Provider (SP) are or have been carrying out their duties, obligations and responsibilities under the assignment, sums duly approved shall be paid within 30 days of receipt of a valid invoice along with supporting documents, if any. TDS will be deducted as applicable.
- b. If for any reason CGTMSE is dissatisfied with performance of the Contract, an appropriate sum may be withheld from any payment otherwise due. In such an event CGTMSE shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- c. Should CGTMSE determine after paying for a particular service that the service has not been completed satisfactorily, CGTMSE may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.

3. Payment in case of Termination of assignment – In case the engagement is terminated payment will be made as follows :

- Payment towards services will be made on pro rata basis, for the services, which have been completed & accepted by CGTMSE, after deducting applicable TDS/other taxes.

- CGTMSE will continue to own the deliverable submitted by Service Provider and reserve the right to appoint any third-party.

At the end of the contract period or in the event of termination / cancellation of agreement, the vendor will transfer the knowledge and handover the deliverables, documentation, source code (where applicable) smoothly to the new vendor / CGTMSE as defined in Transition.

6.33 Taxes and Duties

1. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of services at site, if any, including incidental services.
2. The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing services. The selected vendor may have to execute an indemnity bond in favour of the Trust in this regard.
3. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
4. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Trust shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Trust as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

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

6.34 Addition / Deletion of qualified offerings

The intent of this Tender is to establish an initial set of service offerings. The Trust recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. Accordingly, the Trust may request / demand for additional services. In case of requirement of service delivery for associates / subsidiary, a separate order may be placed by the Trust or associates / subsidiary at the same terms & conditions.

For this purpose, a Change Order Procedure will be followed. Trust may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services,

deliverables and schedules. The Bidder will have to prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Bidder will be liable to carry out such services as required by the Trust at mutually agreed terms and conditions.

6.35 Expenses

It may be noted that CGTMSE will not pay any additional amount separately towards travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses or any other fees /charges.

6.36 Liquidated Damages (LD)

CGTMSE will impose Liquidated Damages, if the selected Service provider fails to comply the following terms

1. fails to provide the services to CGTMSE within the agreed time lines and to the satisfaction of CGTMSE.
2. Fails to deploy satisfactory resources for project implementation
3. fails to keep the commitment made on services
4. fails to provide requisite quality of services

Notwithstanding whatsoever stated in para above, if the selected Service provider fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per CGTMSE's satisfaction, then CGTMSE can repudiate the contract and adjust LD amount as mentioned below from the selected Service provider.

Detailed information of **SLA and Liquidated Damages (LD)** are provided in **section 9.7 – Annexure-XXI**

Liquidated damages clause is defined as follows for different purposes. All of them are independent of each other and several and cumulative and not exclusive of each other.

Liquidated damages would not be applicable for delay due to reasons attributable to the Trust and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to the Trust or Force Majeure.

Trust reserves the right to adjust the Liquidity damages, if any, against any amount payable to the bidder or will be adjusted against the PBG.

6.37 Waiver

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

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

6.38 Term and Termination

2. The contract shall commence on the effective date and continue for a period of ONE year thereafter. If so desired by CGTMSE, contract may be extended for a maximum period of 24 months on the same terms and conditions and costs / rates.
3. CGTMSE reserves the right to discontinue any of the services categories as given in scope of work along with optional services as mentioned in the commercial bid from the selected service provider during the contract period. In this regard, decision of CGTMSE will be binding and final.
4. Trust shall have the option to terminate the contract, in whole or in part by giving the Successful Bidder/ Service Provider at least 30 days' prior notice in writing. Without prejudice to the generality of the foregoing, the Trust will be entitled to terminate the contract, if Bidder breaches any of its obligations set forth in this RFP and subsequent contract and
 - a. Such breach is not cured within thirty (30) Working Days after Trust gives written notice; or
 - b. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide Trust, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Trust.
5. The successful Bidder shall not have any right to terminate the contract entered into subsequent to this RFP for convenience. However, without prejudice to the generality of the foregoing, the successful Bidder will be entitled to terminate the agreement entered into subsequent to this RFP, if:
 - a. Trust materially breaches any of its obligations set forth in this Tender and subsequent Agreement; and
 - b. Such breach is not cured within thirty (30) Working Days after Bidder gives written notice, or
 - c. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Trust to provide Bidder, within thirty (30) Working Days, with a reasonable plan to cure such breach.
6. This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- a. The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
 - b. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
 - c. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party;
or
 - d. The other Party becomes the subject of a court order for its winding up.
7. Either Party shall have the immediate right to terminate this Tender and subsequent contract upon written notice to the other Party in the event that such other Party ceases to be in operation or ceases to do business in India.
8. Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Trust shall have no further obligation to pay any fees for any periods commencing on or after such date.
9. Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Trust shall pay all the undisputed fees outstanding till the date of termination to the Service Provider, within thirty (30) days of completion of the reverse transition period.
10. Upon the termination or expiry of this Tender and subsequent Agreement:
- a. The rights granted to Bidder shall immediately terminate.
 - b. Upon Trust's request, with respect to, (i) any agreements for maintenance, services or other third-party services used by Bidder to provide the Services; and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavours to assign such agreements to Trust and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
 - c. Upon Trust's request in writing, Bidder will be under an obligation to transfer to Trust or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

6.39 Sub Contracts

Neither the contract nor any rights granted under the contract can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Service provider without advance written consent of CGTMSE. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect.

CGTMSE expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. The service provider may, however, outsource / sub-contract some of the non-core activities. The service provider should disclose the names of sub-contractors, if any in the bidding document. The service provider shall be solely responsible to CGTMSE for all deliverables under the assignment including the outsourced / sub-contracted activities, if any and should be able to provide services as per SLA. Any subsequent changes / additions / replacements of sub-contractors would require prior written consent from CGTMSE.

6.40 Statutory authority obligations, notices, fees & charges

The Service provider shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or byelaw of any relevant authority which has any jurisdiction with regard to the assignment. The Service provider would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the laws of India.

6.41 Compliance with all applicable laws

The Service provider shall undertake to observe, adhere to, abide by, comply with and notify CGTMSE about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect CGTMSE and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there.

6.42 Compliance in obtaining approvals/ permissions/ licenses

The Service provider shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate CGTMSE and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations

arising there from and CGTMSE will give notice of any such claim or demand of liability within reasonable time to the bidder.

6.43 Applicable Law and Jurisdiction of Court

The Contract with the selected Service provider shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Mumbai, Maharashtra.

6.44 Single Point of Contact

The selected Service provider should have a local office in India and has to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no. etc.

6.45 Authorised Signatory

The selected Service provider shall indicate the authorized signatories who can discuss and correspond with CGTMSE, with regard to the obligations under the contract. The selected Service provider shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/ Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/ contracts with CGTMSE. The Service provider shall furnish proof of signature identification for above purposes as required by CGTMSE.

6.46 No Employer-Employee Relationship

The selected bidder during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Trust, directly or indirectly

Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the Trust in rendering the services in relation to the contract; or

Induce any person who shall have been an employee or associate of the Trust at any time to terminate his / her relationship with the Trust.

6.47 Rights to Visit

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

progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.

3. The Trust and its authorized representatives, including regulator like Reserve Trust of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Trust is not misused. The Bidder will have to cooperate with the authorized representative/s of the Trust and will have to provide all information/ documents required by the Trust.
4. The right to visit under these clauses shall be restricted to physical files related to this arrangement. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

6.48 Audit

1. The vendor shall allow the Trust, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.
2. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.
3. Audit under this clause shall be restricted to physical files related to this arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

6.49 Rights in Intellectual Property (IPR) and Material

All the rights relating to the Trade Marks and Copy Rights in respect of development done by the Service provider exclusively on behalf of CGTMSE and paid for by CGTMSE shall vest with CGTMSE.

In order to perform the services, the Service provider must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep CGTMSE harmless and indemnify CGTMSE from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.

All documents, report, information, data etc. collected and prepared by Service provider in connection with the scope of work submitted to CGTMSE will be

property of CGTMSE, it shall have every right to use data that may be in the possession of the service provider or its representative in the course of performing services under the agreement that may be entered into. The Service provider shall not be entitled either directly or indirectly to make use of the documents, reports given by CGTMSE for carrying out of any services with any third parties. Service provider shall not without the prior written consent of CGTMSE be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

The pre-existing intellectual property of the Service provider used in deliverables shall remain vested with the Service provider.

6.50 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Trust may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Trust or any of its customers or suppliers without the prior written consent of Trust.

This tender document contains information proprietary to the Trust. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Trust. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.

“Confidential Information” means any and all information that is or has been received by the Bidder (“Receiving Party”) from the Trust (“Disclosing Party”) and that:

- a. relates to the Disclosing Party; and
- b. is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- c. is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

- d. without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Trust with the Bidder.
 - e. “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
 2. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
 3. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes 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;
 - b. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
 - d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
 4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:

- a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - b. To the extent practicable, 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 Disclosing Party;
 - c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any HW or other device in its possession or under its custody and control; and
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The restrictions in the preceding clause shall not apply to:
- a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - b. 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, statutory 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 Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
 - c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
6. The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Trust.

6.51 Indemnification

1. The Bidder/ successful bidder shall indemnify the Trust, and shall always keep indemnified and hold the Trust, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Trust as a result of:
 - a. Trust's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP document; and/or any subsequent agreement; and/or
 - b. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RFP document or any subsequent agreement; and/or
 - c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Trust; and/or
 - d. Breach of any of the term of this RFP document and/or of the agreement to be entered subsequent to this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RFP document and/or of the agreement to be entered subsequent this RFP; and/or
 - e. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
 - f. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - g. Breach of confidentiality obligations of the Bidder contained in this RFP document; and/or
 - h. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Trust that the Deliverables and Services delivered or provided under this RFP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Trust:
 - a. Notifies the Bidder in writing; and
 - b. Cooperates with the Bidder in the defence and settlement of the claims.
3. The Bidder shall not be liable for defects or non-conformance resulting from:
 - a. Software, hardware, interfacing not approved by Bidder; or

- b. Unauthorized modification of Software or any individual product supplied under this RFP document, or Trust's failure to comply with any mutually agreed environmental specifications.
- c. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,
- d. Modification of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing.

6.52 Arbitration

i. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or the interpretation thereof.

ii. Dispute Resolution

- a. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.
- b. The Parties agree to use their best efforts for resolving all Disputes, including those relating to delay caused in completion of project or delay in performance of obligations under the Contract, and arising under or in respect of the Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- c. No conflict between Bidder and CGTMSE will cause cessation of services or payment of fees due to the Bidder. Only by mutual consent the services will be withdrawn.

iii. Resolution of Disputes

- a. It will be CGTMSE's endeavor to resolve amicably any disputes or differences that may arise between CGTMSE and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- b. Any Dispute which is not resolved amicably by conciliation, as provided above, within 30 calendar days from the date of initiation of amicable dispute resolution procedure, shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between CGTMSE and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators

may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

- c. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by CGTMSE 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.
- d. Arbitration proceedings shall be held at Mumbai, India or such other place as may be decided by CGTMSE and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- e. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- f. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later

6.53 Publicity

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

6.54 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or courier or email duly transmitted, (with hard copy to follow for email), addressed to the other party at the addresses, email given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by email, on business date immediately after the date of successful email transmission (that is, the sender has a hard copy of a confirmation page evidencing that email sent to correct email address).

Any Party may change the address, email address to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

6.55 Written Notice of change in name, form or control of either Party

The Service Provider shall provide CGTMSE with prompt 30 days prior written notice of any change in Service provider's name, ownership, or form of organisation. The Service provider shall also provide CGTMSE with prompt written notice and in any event within a period of 30 days of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.

6.56 Violation of Terms

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

6.57 Limitation of Liability

1. Save and except as provided in "Terms of Compensation" and "Termination" herein, CGTMSE shall not be liable to the bidder for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Agreement.
2. The Service provider's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, to otherwise), shall be at actual and limited to the cumulative fee paid to the Service provider by CGTMSE. Service provider's liability in case of claims by CGTMSE resulting from Willful Misconduct or Gross Negligence of Service provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
3. CGTMSE shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third party software or modules supplied by Service provider as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, CGTMSE shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Service provider.

4. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that the 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 limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.
5. If a Force Majeure situation arises, the bidder shall promptly notify CGTMSE in writing of such conditions, the cause thereof and the change that is necessitated due to the conditions. Unless otherwise directed by CGTMSE in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. CGTMSE may terminate the contract or suspend its performance. In such an event the service provider shall take such steps, as are necessary, to bring the service to an end, in a cost effective, timely and orderly manner.

6.58 Survival

Any provision of the Contract/ this RFP (if any) which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the Parties in the same manner as if the Contract/ RFP is valid, subsisting and in full force and effect.

In the event of the Termination of the Agreement (with the selected Bidder) in whole or in part, the Clauses titled "Compensation", "Rights in Intellectual Property and Material", "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors and assigns.

6.59 Severability

Each of the above restrictions is separate and severable from the other. Any provision, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

6.60 No Agency

The Service(s) of the successful bidder herein shall not be construed as any agency of CGTMSE and there shall be no principal agency relationship between CGTMSE and the successful bidder in this regard.

6.61 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Service providers/Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of CGTMSE and includes collusive practice among service providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive CGTMSE of the benefits of free and open competition.

CGTMSE reserves the right to reject a proposal for award if it determines that the Service provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. CGTMSE reserves the right to declare a firm/company ineligible, either indefinitely or for a stated period of time as per CGTMSE's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6.62 Adherence to Standards

The selected Service provider should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

CGTMSE reserves the right to conduct an audit/ ongoing audit of the services provided by the selected Service provider through itself or any other outside agency. CGTMSE reserves the right to ascertain information from the other Trusts and institutions to which the Service providers have rendered their services for execution of similar programs.

The selected Service provider shall allow the Reserve Trust of India (RBI) or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by the selected Service provider relating to this RFP, within a reasonable time failing which selected Service provider will be liable to pay any charges/penalty levied by RBI. The selected Service provider shall allow the RBI to conduct audits or inspection of its Books and account with regard

to CGTMSE or this RFP by one or more of RBI officers or employees or other persons duly authorized by RBI.

6.63 Conflict of interest

The service provider engaged should avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of CGTMSE while rendering any advice / service.

6.64 Taken / Bought over of Company

Subsequent to the order being placed with CGTMSE, in the event of bidder being taken/ bought over by another company, all the obligations and execution of responsibilities under the agreement with CGTMSE should be passed on for compliance by the new company in the negotiation for their transfer.

6.65 Vicarious Liability

The selected Service provider shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by the selected Service provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in CGTMSE shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected Service provider, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the selected Service provider shall be paid by the selected Service provider alone and CGTMSE shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Service provider's employees, agents, contractors, subcontractors etc. The selected Service provider shall agree to hold CGTMSE, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to CGTMSE through the action of selected Service provider's employees, agents, contractors, subcontractors etc.

6.66 Other Conditions

It is clarified, as and by way of abundant caution that CGTMSE will have all ownership and / or license rights on all the ideas, concepts, proposals, software etc. developed by the Service provider during the course of this assignment as specified in the RFP and paid for by CGTMSE.

CGTMSE reserves the right to negotiate any aspect of proposal with any Service provider and negotiate with more than one Service provider at a time after the RFP closes to improve upon or clarify any response or bid proposal.

CGTMSE reserves the right to ask some or all service providers for clarification of their offer to assist in the scrutiny, evaluation and comparison of offers and based on this, disqualify the Service provider whose clarification is found not suitable for the proposed project.

CGTMSE reserves the right to share the information/clarifications provided in response to RFP by any Service provider, with any other Service provider(s)/others, in any form.

6.67 Representations and Warranties

In order to induce CGTMSE to enter into the Contract, the bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a. That the bidder is a partnership firm/LLP/company which has the requisite qualifications, skills, experience and expertise in providing the service(s), the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service(s) sought by CGTMSE.
- b. That the bidder is not involved in any major litigation and no litigation or investigation is threatened against the bidder. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the RFP/Contract.
- c. That the representations made by the bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and RFP and unless CGTMSE specifies to the contrary, the bidder shall be bound by all the terms of the bid. The bidder has not suppressed any information, which is within the knowledge of the bidder.
- d. That the bidder meets the requisite eligibility criteria as set out hereinabove and has the requisite professional skills, personnel and resources/authorizations that are necessary for providing / rendering all such service(s) as are necessary to perform its obligations under the bid and this Contract

- e. That the bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
- f. That the bidder shall use such assets of CGTMSE as CGTMSE may permit for the sole purpose of execution of its obligations under the terms of the bid, or the Contract. The bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- g. That the bidder shall procure all the necessary permissions and requisite authorities approvals, consents, no objections and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon, and shall keep CGTMSE, its directors, officers, employees, representatives, service providers and agents indemnified in relation thereto.
- h. That all the representations and warranties as have been made by the bidder with respect to its bid and the Contract, are true and accurate, and shall continue to remain true and accurate through the term of the Contract.
- i. That the execution of the service(s) herein is and shall be strictly in accordance and in compliance with all applicable laws, as amended from time to time, the regulatory framework governing the same and the good industry practice.
- j. That there are - (a) no legal proceedings pending or threatened against bidder or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the bidder or its team members by any statutory or regulatory or investigative agencies.
- k. That the bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- l. That all the conditions precedent under the Contract has been complied.
- m. That neither the execution and delivery by the bidder of the Contract nor the bidder's compliance with or performance of the terms and provisions of the

Contract (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the bidder (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Constitutional Documents (if applicable) of the bidder.

- n. That the bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made by him/her/it.
- o. That the bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of CGTMSE, which may directly or indirectly have a bearing on the Contract or service(s).
- p. That the bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the service(s) and the bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the bidder or which the bidder is licensed to use, which are material in the context of the bidder's business and operations are being infringed nor, there is any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the bidder by any person. All Intellectual Property Rights (owned by the bidder or which the bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep CGTMSE, its directors, officers, employees, agents, representatives and service providers indemnified in relation thereto.

6.68 Relationship between the Parties:

Nothing in the Contract constitutes any fiduciary relationship between CGTMSE and successful bidder/its team or any relationship of employer - employee, principal and agent, or partnership, between CGTMSE and the successful bidder.

No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

CGTMSE has no obligation to the successful bidder's except as agreed under the terms of the Contract.

All employees/personnel/ representatives/agents etc., engaged by the successful bidder for performing its obligations under the Contract/RFP shall be in sole employment of the successful bidder and the successful bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall CGTMSE be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the successful bidder.

The successful bidder shall disclose to CGTMSE in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the successful bidder or its team/agents/representatives/personnel etc.) in the course of performing the services as soon as practical after it becomes aware of that conflict.

The successful bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless CGTMSE first gives the successful bidder its prior written consent.

6.69 Statutory & Regulatory Compliance

The bidder should ensure all statutory and regulatory compliance towards :

- **ESIC & EPFO – All bidders have to ensure that the resources deployed for CGTMSE project and are compliant as per the guidelines of ESIC & EPFO. Please note that these are Government bodies, compliance to which is Mandatory.**
- **Minimum Wages Act (MWA) – The bidder also has to ensure that they are compliant to the Minimum Wages Act for deployment of resources / support resource across CGTMSE site, if any. The bidder should follow all payout norms as per the MWA.**
- Any other Act/Statutory and regulatory compliances as applicable.

7. Public Procurement

7.1 Introduction

- 7.1.1. Purchase preference to Public Procurement Policy for Micro & Small Enterprises, Startup and Public Procurement through Local Supplier (Make in India) are applicable for current RfP.
- 7.1.2. The items under procurement are NON-DIVISIBLE. The following sub-sections of the RfP indicate the purchase preference benefits which the Trust would be providing in the current RfP.
- 7.1.3. The price matching opportunities and distribution of order among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PPLC or PPP-MSE will be considered) and the order of preference that would be followed by the Trust for providing price matching opportunity shall be as under:
1. Public Procurement Policy for MSE (PPP-MSE)
 2. Public Procurement -Preference to Make in India (PP-LC).
- 7.1.4. The bidder to note that:
1. The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
 2. In case a bidder is eligible to seek benefit under PP-LC policy as well as PPPMSE, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or PPP-MSE policy. The bidder shall indicate its option by submitting undertaking as per Format-6 (undertaking of applicability of purchase preference policy) of RfP. The option once exercised cannot be modified subsequently.
 3. In case, a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-MSE.

7.2 Public Procurement Policy for Micro & Small Enterprises (MSEs): PPP-MSE

- 7.2.1. Procurement through MSEs will be done as per the policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification No. D.L33004/99 dated March 23, 2012 and as amended from time to time.
- 7.2.2. Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 7.2.3. MSEs should provide proof of their being registered as MSE (indicating the Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification.
- 7.2.4. The MSEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD) and Tender Form Cost.
- 7.2.5. Margin of Purchase Preference- The margin of purchase preference shall be 15% i.e., L1 + 15%.

- 7.2.6. MSEs are required to submit self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Trust as per Format-3 (Self Declaration of MSEs and Startups) of RfP.
- 7.2.7. Since, the items under procurement are non-divisible, hence the distribution of order subject to meeting all the other terms and conditions of the RfP would be as under for MSEs:
1. If L1 bidder is MSE, they would be entitled to supply the entire quantity.
 2. If L1 is non-MSE bidder and there are MSE bidders whose quoted price is within the margin of purchase preference (L1 + 15%) then, the lowest bidder among the, MSE bidders will be invited to match the L1 price. If the bidder matches the L1 price, it would be shortlisted for supply of entire tendered quantity.

In case such lowest MSE bidder fails to match the L1 price, the MSE bidder with the next higher bid price within the margin of purchase preference shall be invited to match the L1 price and so on. The MSE bidder who matches the L1 price will be shortlisted for awarding the contract.
 3. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 7.2.8. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them.

7.3 Startup

- 7.3.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L33004/99 dated April 11, 2018 of Ministry of Commerce and Industry and as amended from time to time.
- 7.3.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 7.3.3. The Startups are exempted from payment of Earnest Money Deposit (EMD) and Tender Form Cost.
- 7.3.4. For availing the relaxations, bidder is required to submit:
1. Requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
 2. Self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Trust as per Format-3 (Self Declaration of MSEs and Startups) of RfP.

7.4 Public Procurement (Preference to Make in India): PP-LC

- 7.4.1. Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated May 28, 2018 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.
- 7.4.2. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of tender document.
- 7.4.4. “Local Supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.
- 7.4.5. “Local Content” means the amount of value added in India which shall, unless otherwise prescribed by nodal Ministry, be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of total value, in percent.
- 7.4.6. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid under domestic manufacturer/local supplier category on behalf of domestic manufacturer are also required to give an undertaking as per following formats of RfP:

Format -4	Self-Certification regarding Local Content for services
Format -5	undertaking of bidder towards minimum Local Content

- 7.4.7. Minimum Local Content- The minimum local content shall be 60%.
- 7.4.8. Margin of Purchase Preference- The margin of purchase preference shall be 20% i.e., L1 + 20%.
- 7.4.9. Since, the goods under current procurement are not divisible, the purchase preference that would be given under PP-LC would be as under:
1. If L1 is from local supplier, the bidder would be shortlisted for award of contract.
 2. If L1 is non local supplier and there are there are local suppliers whose quoted price is within the margin of purchase preference (L1 + 20%) then, the lowest bidder among the, local supplier will be invited to match the L1 price. If the bidder matches the L1 price, it would be shortlisted for supply of entire tendered quantity.

In case such lowest local supplier fails to match the L1 price, the local supplier with the next higher bid price within the margin of purchase preference shall be invited to match the L1 price and so on. The local supplier who matches the L1 price will be shortlisted for awarding the contract.
 3. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract would be awarded to L1 bidder.

- 7.4.10. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 7.4.11. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 7.4.12. The Trust shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

7.5 Preference to eligible PPP-MSE over PP-LC bidder(s)

- 7.5.1. The bidder to note that in the current RfP:
1. If MSE bidder is L-1 in the tender evaluation, contract shall be straightway awarded to MSE, without considering any Purchase Preference for PP-LC bidder.
 2. If PP-LC bidder is L-1 in the tender evaluation, eligible MSE(s) shall be given opportunity to match PP-LC price. If eligible MSE match the price, the entire order would be awarded to MSE.
 3. If neither PP-MSE or PP-LC is L-1:
 - a) Eligible MSE(s) (in order of price ranking among MSEs) shall get preference over eligible PP-LC bidder(s) to match its price with that of L-1 bidder. If eligible MSE match the price, it would be shortlisted for supply of entire tendered quantity and no purchase preference would be given to PPLC.
 - b) If eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder. If PP-LC matches the price, it would be shortlisted for supply of entire tendered quantity.

8. Annexure(s)

8.1 Annexure – I : Bid Covering Letter

(To be submitted on Bidders company letter head)

Date:

To,
Chief Operating Officer
Credit Guarantee fund Trust for Micro and Small Enterprises
7th Floor, Swavalamban Bhavan, SIDBI
Bandra Kurla Complex (BKC)
Mumbai – 400 051
Maharashtra

Dear Sir,

- 1) Having examined the RFP including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned qualify under the minimum eligibility criteria and offer to supply, deliver, implement and commission ALL the items mentioned in the "Request for Proposal" and the other schedules of requirements and services for TRUST in conformity with this RFP.

S.N.	Description	Bidder's response
1	Name of the bidder company (Registered name of the bidding Company)	
2	Details of Incorporation of the Company.	Date:
		Ref. No.:
3	Status of Company.	
	Documentary proof enclosed. (Yes/No)	

**Request for Proposal for Selection of Service Provider
for Fetching and Analysis of data from External Sources**

4	Website of Company	www.	
5	Address of Registered Office with contact numbers.		
A	Address		
B	Pin Code		
C	Land Line No (with STD code)		
D	Fax No. (with STD code)		
6	Address for Correspondence (if different from above).		
A	Address		
B	Pin Code		
C	Land Line No (with STD code)		
D	Fax No. (with STD code)		
7	MSME Status (Tick appropriate).		
A	Company does not qualify the status of MSE.		
B	Company does qualify the MSE status.		
C	SC/ST		
D	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No).		
8	PAN No.		
	Copy of PAN enclosed. (Yes/No)		
9	GSTIN No.		
	Copy of GST enclosed. (Yes/No)		
10	Contact Details of Bidder's authorized representative to make commitments to TRUST.		
A	Name		
B	Designation		
C	Land Line No. (with STD code)		
D	Mobile No.		
E	Fax No. (with STD code)		
F	Mail Id		
11	Financials (for last three years)		
	Parameter	FY	Amount in lakh
A	Annual Turnover	2016 - 2017	
		2017 - 2018	
		2018 - 2019	
B	Cash Profit	2016 - 2017	
		2017 - 2018	
		2018 - 2019	

C	Net worth	2016 - 2017	
		2017 - 2018	
		2018 - 2019	
D	<i>CA certificate attached for a, b, c above.</i>		(Yes / No)
E	1. <i>Audited balance sheet and</i> 2. <i>P/L account attached.</i>		(Yes/ No)

- 2) We confirm that we have the in-house capabilities to complete the assignment mentioned under this RFP on our own and not through any associate except partners explicitly mentioned as part of response to this RfP.
- 3) We confirm that we have the technical capabilities to deliver all the requirements of the above mentioned RFP.
- 4) We hereby certify that we have provided all the information requested by TRUST in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct or in a different format, TRUST shall have the absolute right to take any action as deemed fit without any prior intimation to us.
- 5) We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
- 6) If our Proposal is accepted, we undertake to complete and deliver the whole of the works comprised in the RFP; comply with the delivery schedule as mentioned in the RFP and agree to abide by the General Terms and Conditions.
- 7) We agree to abide by this Financial Proposal for 6 months from the date of the Financial Proposal opening and our Offer shall remain binding on us and may be accepted by TRUST any time before expiry of the offer.
- 8) Unless and until a formal Agreement is prepared and executed, this Tender together with our written acceptance thereof shall constitute binding Terms and Conditions between TRUST and us
- 9) We understand that the Request for Proposal (RFP) does not commit TRUST to reimburse the Participant for any costs incurred in submission of this proposal. All statements in this RFP and any pre-contract negotiations, understandings and agreements resulting from this RFP are preliminary; consequently, TRUST has no obligation to us until a written contract is executed.

10) We agree that TRUST is not bound to accept the lowest or any Bid TRUST may receive.

11) We understand that TRUST has the right, without assigning reasons thereof, to

- a. Reject, amend, and modify any condition contained in the RFP
- b. Terminate this RFP
- c. Negotiate with one or more Participants
- d. Not award the assignment to any of the Participants and / or recommence the entire process.
- e. Contract with one or more Participants for any reasons whatsoever.
- f. Modify the requirements and terms of this RFP and request revised proposals from some or all of the Participants.
- g. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Signature of Authorised Person of bidder

Full Name & Designation of Authorised
Person Date:

Seal of Bidder

8.2 Annexure – II : Format for Relevant Engagements

Please use the format below to provide information for which your firm/company was legally contracted for carrying out similar assignment.

(Use separate sheet for each client)

Name of the Client	
Description of the assignment	
Value of the contract	
Start Date	
End Date	
Terms of Reference	
Impact achieved	
Contact Details of senior Executive of the Client (Name, Contact Number, email id)	
Names of Key Resources involved in the project	

Completion Letter / Reference Letter (Format given in annexure III) from relevant Senior Executive of the client to be attached for each engagement reference mentioned

Signature of Authorised Person of bidder

Full Name & Designation of Authorised Person

Date:

Seal of Bidder

8.3 Annexure III – Minimum Eligibility Criteria

(To be submitted on Bidders Company letter head)

RfP No.: 532/CGTMSE/2019-20 dated February 24, 2020

S.N.	Pre-Qualification Criteria	Bidder Compliance (Yes / No)	Page No. of Response where proof is attached.
1	<p>The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.</p> <p>Proof:</p> <ul style="list-style-type: none"> • Partnership firm: Certified copy of Partnership Deed. • Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business. • Reference of Act/Notification 		
2	<p>The bidder should have positive net worth in 2 years out of the last three years.</p> <p>Proof:</p> <p>Copies of Audited Balance Sheet for FY 17, FY 18 and FY 19.</p>		
3	<p>The Bidder should have a minimum turnover of at least INR 3 crore or equivalent per annum in at least 2 years out of last 3 financial years as on the date of submission of Bid.</p> <p>Proof:</p> <p>Copies of Audited Balance Sheet for FY 17, FY 18 and FY 19.</p>		
4	<p>The Bidder should have an office registered in India.</p> <p>Proof:</p> <p>Self declaration with contact details of the Bidder on Bidder's Letterhead signed by authorized signatory of the Bidder</p>		
5	<p>The Bidder or partner through which a specific service is proposed must have completed at least one project each in the 4 services of proposed solution implementation viz. GST, ITR, in an entity in BFSI** sector in India. Reference of all such</p>		

	<p>experiences where the implementation activity is complete as on the last date of submission of bids, will only be considered.</p> <p>Proof:</p> <p>Copy of work order along with completion certificate for completed projects or any other document which establishes the implementation. Completion certificate issued by the customer must indicate the date of implementation sign-off of the solution.</p>		
6	<p>Bidder should not have been blacklisted by any PSU or Public/ Private Sector Bank or RBI or IBA or any other Government entity as on the last date of submission of Bid.</p> <p>Proof:</p> <p>Self declaration regarding Clean Track Record as per format Annexure -XII enclosed.</p>		
7	<p>The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure-XVII</p> <p>Proof:</p> <p>Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in Annexure-XVII needs to be enclosed.</p>		
8	<p>Compliance of Statutory & Regulatory guidelines</p> <p>Proof:</p> <p>Self declaration on company's letter-head duly signed by authorized signatory of the bidder</p>		
9	<p>Certification from GSTN to do GSP business shall submit their sealed bids along with GSTN Authorization Certificate (It may be noted it is mandatory for bidder or partner who is to provide details, to be a "GSP");</p> <p>Only "ASP" shall not be eligible for this RfP.</p> <p>GSTN Authorized Certificate certifying bidder being GST Suvidha Provider (GSP)</p>		

Format for Details of Projects:

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Note

- Bidder response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. CGTMSE will not make any separate request for submission of such information.
- CGTMSE will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case CGTMSE feels to visit the site, the bidder to take necessary approvals for the same. CGTMSE will not make any separate request to the bidders customers.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.
- In case bidder is not GSP and ITR analyzer together, Bidder may bring partner to provide the other service; however, bidder shall be prime responsible for completing the entire scope of the project as mentioned in this RfP.

8.4 Annexure –IV : Format for Reference Letter from Client

(On letterhead of the client duly stamped and signed)

Date: _____

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the following _____ (Name of the Service provider) has been engaged by us for _____ (Caption of the assignment undertaken) for a period of _____ months/ years from _____ (Start date) to _____ (End Date). The assignment was completed by _____ (name of the service provider) on _____ (date of completion).

Name:

Designation:

8.5 Annexure V – Conformity of Hardcopies
(To be submitted on Bidders Company letter head)

Date: _____

To,
Chief Operating Officer
Credit Guarantee fund Trust for Micro and Small Enterprises
7th Floor, Swavalamban Bhavan, SIDBI
Bandra Kurla Complex (BKC)
Mumbai – 400 051
Maharashtra

Dear Sir,

Conformity of Hardcopies

RfP No. 532/CGTMSE/2019-20 dated February 24, 2020

We, the undersigned bidders, having read and examined bid along with terms & conditions the aforesaid RFP document, issued by CGTMSE and hereinafter referred as 'Trust' do hereby covenant, warrant and confirm as follows.

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

8.6 Annexure VI – Statement of Deviations

RfP No. 532/CGTMSE/2019-20 dated February 24, 2020

(To be submitted on Bidders Company letter head)

Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.

CGTMSE may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by CGTMSE will not entitle the bidder to submit a revised commercial bid nor withdraw their bid once submitted. Bidder needs to bid taking in consideration that none of the deviations enlisted by them may be accepted by Trust and submit their bid purely on basis of this RfP assuming no deviation to this RfP shall be made / accepted by Trust. **Clarifications given in Pre-bid will not be further entertained.**

S.N.	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

8.7 Annexure VII – Letter of Competence

RfP No. 532/CGTMSE/2019-20 dated February 24, 2020

(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

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

We also certify that all the information given by in response to this RFP is true and correct and also confirm that our company is eligible to perform this contract and whatever out company filed response to the Annexure –III to the response to minimum eligibility criteria is true and correct.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

8.8 Annexure VIII – Power of Attorney

RfP No. 532/CGTMSE/2019-20 dated February 24, 2020

(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

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

Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)’ relating to **RfP No. 532/CGTMSE/2019-20 dated February 24, 2020 for ‘Selection of Service Provider for Fetching and Analysis of data from External Sources’** for CGTMSE and to attend meetings and hold discussions on behalf of the Company with CGTMSE in this regard.

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

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

For and on behalf of the Board of Directors of _____

Dated this ____ day of _____ 2020

WITNESS:

Signature Of _____

Attested

Note:

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

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

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

8.9 Annexure IX – Letter of Conformity
(To be submitted on Bidders Company letter head)

Date: _____

To,
Chief Operating Officer
Credit Guarantee fund Trust for Micro and Small Enterprises
7th Floor, Swavalamban Bhavan, SIDBI
Bandra Kurla Complex (BKC)
Mumbai – 400 051
Maharashtra

Dear Sir,

Letter of Conformity
RfP No. 532/CGTMSE/2019-20 dated February 24, 2020

We, the undersigned bidders, having read and examined along with terms and conditions the aforesaid RFP document on “_____”, issued by CGTMSE and hereinafter referred as ‘Trust’ do hereby covenant, warrant and confirm as follows:

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

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

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

8.10 Annexure X – Commercial Bid – Covering Letter

(To be submitted on Bidders Company letter head)

Date: _____

To,
Chief Operating Officer
Credit Guarantee fund Trust for Micro and Small Enterprises
7th Floor, Swavalamban Bhavan, SIDBI
Bandra Kurla Complex (BKC)
Mumbai – 400 051
Maharashtra

Dear Sir,

Commercial Bid – Covering Letter
RfP No. 532/CGTMSE/2019-20 dated February 24, 2020

I, the undersigned, offer to provide services for the above-mentioned project, in accordance with your **RfP No. 532/CGTMSE/2019-20 dated February 24, 2020** on “ _____ ” and our proposal (Technical and Commercial Proposals) dated _____ [Date]. The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and the other expenses like out-of-pocket expenses that we might incur and there will be no additional charges whatsoever. We will abide by the payment terms as mentioned in the aforesaid RfP.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the proposal, i.e., _____ [Insert date]

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

**8.11 Annexure – XI : Declaration: No Ownership or Control of CGTMSE
Trustees / Directors/ Employees(or relatives)**

(On letterhead of the bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that _____ (Name of bidder) is not a related party to CGTMSE as per the provisions of Companies Act 2013, as amended from time to time.

Name:

Designation:

Date:

8.12 Annexure – XII : Clean Track Record

(On letterhead of the bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the service provider / company has not been penalized or found guilty in any court of Law and the firm/ company has not been blacklisted / debarred by any Central Government Ministry / Bank / RBI/ IBA / any regulatory authority during last 05 years I further certify that I am competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that we are eligible and competent as per the eligibility criteria given by the Trust and the information submitted by the company in Annexure –III is true and correct and also able to perform this contract as per RFP document.

Further, this is to certify that _____ does not have any legal, civil, criminal, taxation and other cases pending against _____ that may have any impact affecting or compromising the delivery of services required.

Name:

Designation:

Date:

8.13 Annexure – XIII: Masked Commercial Bid

The service provider is expected to provide the commercial bid (after masking the figures) in the same format as per the Financial Bid Format being quoted by the bidder.

The service provider is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addendums in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilise the solution.

Signature of Authorised Person of Bidding firm/ company

Full Name & Designation of
authorised Person

Name of the Bidding firm/ company

Date:

Seal of Bidder

8.14 Annexure – XIV: Technical Bid Format

RfP No. 532/CGTMSE/2019-20 dated February 24, 2020

1. Brief writeup about the bidder.
2. Feature and Functionality (Bidder to provide summary feature and functionality offered against each head):
 - a. GST
 - b. ITR
 - c. API and Integrations
3. Detailed feature and functionality

SI No	Feature & Functionality	Availability (Yes/No)	Remarks
GST			
1	The system should be able to verify GST details, and fetch GST demographic details without any explicit login / API access by the customer.		
2	The proposed system should allow login to GSTN portal / system by the customer and / or access customer data through API from GSTN.		
3	The data would need to consist of basic GST details of the customer, invoices related to sales and purchases information.		
4	The system would have to provide information for GST composition scheme (GSTR-4) also as per the simplified format of such return.		
5	It should allow customizable selection of transaction period like 3, 6, 9, 12, 24 months etc.		
6	The solution would be required to correlate bank transactions with GST returns and provide necessary insights / alerts.		
ITR			
7	The proposed system should allow online fetch from Income Tax portal and / or TRACES system on providing the portal credentials by the customer and / or access customer data through API from ITR		
8	It should also allow upload of XML/PDF based IT returns (XML/PDF return downloaded from ITR portal) filed as an alternative		
9	The data would need to consist of basic ITR details of the customer, at least last 3 years financial statements extracted from the returns filed for proprietorship, partnership firms, LLPs, private limited companies, public limited companies etc. like Form26AS, ITR 3, 5 & 6 and should be able to handle changes / revision in formats by CBDT		
10	The information would need to be summarized, analyzed and transformed into balance sheet, profit & loss, cash flow		

	statements to obtain various inputs as required in the loan application, appraisal and rating processes		
11	The system would be required to collate multiple data points from ITR which includes the key data points of Balance Sheet and Income Statements		
12	These data points include Operating Profits/Loss, Working Capital, Net Worth, Liabilities, Assets, key financial ratios etc		
	Computation of the following data:		
13	Net Sales OR Income		
14	PBDIT		
15	Depreciation		
16	PBIT		
17	Interest		
18	Profit Before Tax		
19	Profit after Tax		
20	Gross Cash Accruals		
21	Net Profit Margin		
22	Gross Cash Accruals/ Net Sales		
23	Net Working Capital		
24	Working Capital Turnover Ratio		
25	Networth		
26	Secured Debt		
27	TOL/ TNW		
28	Debt Equity Ratio		
29	Current Ratio		
30	Inventory days		
31	Debtor Days		
32	Creditors Days		
33	External Borrowings		
34	ROCE		
35	Quick Ratio		
36	Profit After Tax growth		
37	Sales Growth		
38	Asset Turnover Ratio		
39	Adjusted Total Debt/Equity		
40	Growth in Debt/ Equity		
41	Cash Interest Cover		
42	Debt/ EBITDA		
43	Free Reserves/ Equity		
44	Operational Cash Flow (CFO) Margin		
45	Growth in CFO Margin		
46	Return on Equity		
47	EBIDTA margin		
48	Cash conversion cycle (days)		
49	It should be able to identify and prevent edited / re-created PDFs and allow only ITR generated statements to be uploaded.		
50	Enable reading of password protected statements (by accepting the passwords from the customer/user)		

4. Offering of services directly or through partner

Sl No	Service	Service offered (Direct / Through Partner)	Name of Partner (if not directly offered)	Attach Agreement with partner (if not directly offered)	Attach SLAs with Partner (if not directly offered)
	GST				
	ITR				

5. Project & Implementation Plan

6. Approach and Methodology

7. IT architecture and security details

8. SLA details (kindly indicate adherence against each item of SLA as mentioned in section 4.4)

9. Details of on-site Support Proposed, if any

10. Details of Credentials (Bidder to attach supporting documents for each project)

11. Technical / Functional Support Methodology

12. Technical infrastructure pre-requisites from CGTMSE

13. Inputs required for requesting each service

14. Bidder should have Strong Offsite / Backend Technical support mechanism. Successful bidder is required to submit the Backend Technical Support matrix (from level1 to level3) with name, designation, mail ID, telephone No, Mobile No. in the following format.

S.No	Level	Name	Designation	Mail ID	Telephone No	Mobile No.
1	Level1					
2	Level2					
3	Level3					

9.1 Annexure – XV EMD / Bid Security Form

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

To: CGTMSE

WHEREAS (Name of Vendor) (hereinafter called the "the Vendor") has undertaken, in pursuance of Request for Proposal RfP No. **532/CGTMSE/2019-20** dated **February 24, 2020** for (Herein after called the "the RFP") to you.

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

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

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

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

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

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

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms

provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;

5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

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

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

Signature and Seal of Guarantors (**Vendor's Bank**)

.....

Date.....

Address

.....

.....

9.2 Annexure XVI – Performance Bank Guarantee

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

BANK GUARANTEE

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

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), a Trust setup by Govt. of India and Small Industries Development Bank of India, and having its Office at 7th Floor, Swavalamban Bhavan, SIDBI, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 (hereinafter called the CGTMSE) having agreed to award a contract to M/s. < **Vendor Name** > having its office at < **Vendor's Office Address** >, (hereinafter called "the Service Provider") for "**Selection of Service Provider for Fetching and Analysis of data from External Sources**" on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and CGTMSE (hereinafter called "the said Order") which terms, interilic, stipulates for submission of Bank Guarantee for 10% of the contract value i.e. ₹. _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

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

1. We, do hereby unconditionally and irrevocably undertake to pay to CGTMSE, without any demur or protest, merely on receipt of a written demand in original before the close of Bank's business hours on or before _____, at our counters at (Bank address) _____ from CGTMSE an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the CGTMSE regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to CGTMSE such sum not exceeding the said sum of ` . _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Selection of Service Provider for Fetching and Analysis of data from External Sources**" to CGTMSE in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure. agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
4. We undertake to pay to CGTMSE all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that CGTMSE shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions

of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by CGTMSE against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of CGTMSE or any indulgence by the CGTMSE to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____.

6. The liability under this guarantee is restricted to ₹. _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (Bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Trust and hold full and valid Power of Attorney granted in their favour by the Trust authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹ _____ (Rupees _____).
10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India.
11. We, (Bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of CGTMSE in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (Bank name & place) under this guarantee is restricted to a maximum total amount of ₹ _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (Bank name & address) _____, delivered by hand, courier or registered post, prior to close of Banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (Bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (Bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to ₹ _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)”
15. All claims under this guarantee will be made payable at (Bank name & address) _____ by way of DD payable at Mumbai

In witness whereof we have set and subscribed our hand and seal this
..... day of, 2020.

SIGNED, SEALED AND DELIVERED.

BY

AT

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

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....

9.3 Annexure XVII – Pre-Contract Integrity Pact

(To be submitted by bidders on non-judicial stamp paper of Rs.100/-)

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place____ on ---- day of the month of -----, 2020 between Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), a Trust setup by Govt. of India and Small Industries Development Bank of India, and having its Office at 7th Floor, Swavalamban Bhavan, SIDBI, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051(hereinafter called the “BUYER”/CGTMSE / Trust, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes for Selection of Service Provider for Fetching and Analysis of data from External Sources Solution_and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

2 Commitments of the BUYER

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

5 Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.2,10,000/- (Rupees two lakh ten thousand only)** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

(i) Bank Draft or a Pay Order in favour of CGTMSE, Payable at Mumbai.

(ii) A confirmed guarantee by a Scheduled Commercial Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

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

i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue

ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.

- vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
 - vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8 Independent Monitors

- 8.1 Trust has appointed Shri. Ashok Sinha (IAS retd.) as an Independent External Monitors (IEM) (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows :
- Shri Ashok Sinha, (IAS Retd.)
13 Yayati, Sect-58A, Nerul (West)
Palm Beach Road,
Navi-Mumbai 400706
Email Id – asinha51@gmail.com
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents.

- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

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

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

BUYER
Name of the Officer

BIDDER

Designation

CHIEF EXECUTIVE OFFICER

CGTMSE

Witness

Witness

1. _____

1. _____

2. _____

2. _____

9.4 Annexure – XVIII: Financial Bid Format

The Bidder is expected to quote the costs for all items required for fully complying with the requirements of the RfP in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully implement and maintain the solution for the period of the contract.

Commercial Bid - cum- Price Break-up Format

RfP No. 532/CGTMSE/2019-20 dated February 24, 2020

[To be included in Commercial Bid Envelope]

MASKED copy of the same to be included in Technical Bid Envelope

Bidder is required to furnish the commercial details in following formats. Cost is to be mentioned in INR. Rows may be added in the following tables based on requirement.

a. Implementation Cost (Inclusive of 1 Year warranty of software / portal developed for CGTMSE implementation) :

Sl No	Base Cost	Taxes on Base Cost	Total Cost	Tag
				I

b. OPEX Service Components:

Sl No	Name of Service Component	Per transaction base cost (a)	Taxes (b)	Total cost for single transaction c=(a+b)	Total cost for calculating TCO	Tag
1	GST (<u>1 year data fetch including demographic only Raw GST Data (without any analysis)</u>)				[1(c)*250000]	G
2	ITR (3 year data fetch including conversion to B/S & P&L and analysis)				[2(c)*250000]	T

c. Support:

Sl No	Service	Person-month cost	Taxes (b)	Total person-month Cost (c)	Total person-month Cost x 12 months	Tag

		For 1 resource (a)				
1	support				[1(c) * 12 months]	S

d. Change Management

SI No	Person-month cost of resource	Taxes	Total person- month Cost	Total person- month Cost x 1 month	Tag
1					C

e. Cost Summary

Bidder shall fill in the following table with summarized price details taken from the tables above. These Costs are inclusive of applicable taxes.

Total Cost of Ownership (TCO) will be arrived as follows.

$$TCO = I + G + T + S + C$$

I	G	T	S	C	TCO = I + G + T + S + C

Bidder must ensure that prices reflected in above TCO table exactly match with sub-head wise details of prices given in earlier tables in this Annexure.

f. Optional Costs (This shall not be considered for TCO calculations)

SI No	Name of Service Component	Per transaction base cost (a)	Taxes (b)	Total cost for single transaction c=(a+b)
1	GST (verification, complete analysis as per scope mentioned in this RfP above for GST)			

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Terms & Conditions:

Please note that the cost break up must be provided strictly in the format specified above. Trust reserves the exclusive right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Trust's action. Trust also reserves the right to procure one or more modules related to PROPOSED Solution, depending on requirement. Any decision in these regards by the Trust shall be Final, conclusive and binding on the Bidder. The Trust shall not entertain any claim or be responsible for the same.

Payment Details: For invoicing, It may be noted by bidder that:

- **Implementation Cost (as mentioned in "I") shall be paid one time once the UDAAN Portal goes Live;**
- **The cost as mentioned in Change management (as mentioned in "C") shall be paid only when Trust requires some major change to be done.**
- **The monthly Opex payment shall include items mentioned in GST, ITR and Support (i.e. mentioned under "G", "T" and "S")**

9.5 Annexure – XIX : Bank Mandate Form

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier: _____

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier:

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR¹cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE ²	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :

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

Place : _____

Date : _____

Signature of the party / Authorized Signatory

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

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

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

9.6 Annexure – XX : Non-Disclosure Agreement

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “ _____ ” as per scope defined in the **RfP No. 532/CGTMSE/2019-20 dated February 24, 2020** for Credit Guarantee fund Trust for Micro and Small Enterprises, having its Head office at Swavalambhan Bhavan, 7th Floor, C-11, G Block, Bandra Kurla Complex, Bandra(East), Mumbai – 400051, (hereinafter referred to as CGTMSE) and, WHEREAS, the COMPANY understands that the information regarding CGTMSEI’s Infrastructure shared by CGTMSE in their Request for Proposal is confidential and/or proprietary to CGTMSE, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RFP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on CGTMSE’s properties and/or have access to certain plans, documents, approvals, data or information of CGTMSE;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce CGTMSE to grant the COMPANY specific access to CGTMSE’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to CGTMSE, unless the COMPANY has first obtained CGTMSE’s written authorization to do so;

The COMPANY agrees that information and other data shared by CGTMSE or, prepared or produced by the COMPANY for the purpose of submitting the offer to CGTMSE in response to the said RFP, will not be disclosed to during or subsequent to submission of the offer to CGTMSE, to anyone outside CGTMSE;

The COMPANY shall not, without CGTMSE’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, document, plan, pattern, sample or information (to be) furnished or shared by or on behalf of CGTMSE in connection therewith, to any person(s) other than those employed/engaged by the

COMPANY for the purpose of submitting the offer to CGTMSE and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

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

9.7 Annexure – XXI : Service Levels (SLA) and Liquidated Damages (LD)

The Bidder understands the criticality of this Project and that it would form the basis of the core credit decisions of the UDAAN Portal. The Bidder therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of 06 months, after the completion of the notice period, and only after completion of the Bidders obligations under a reverse transition mechanism. During this period of Reverse Transition, the Bidder shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Trust shall make payment for these services as per terms.

The Trust expects the successful Bidder to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Trust through any mode of communication like call/ Email etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Bidder.
- The Bidder should have 24X7X365 monitoring, escalation and resolution infrastructure.
- Support engineer for initial 1 year for smooth rollout, issue redressal, handholding, training, etc. based on inclusive rates provided by bidder.
- Time bound problem addressing team (onsite/ offsite) for the complete contract period.
- Bidder to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ CBDT / GST / Banks (whose statements are covered) towards compliance as part of ATS at no extra cost to Trust for the entire contract period. Any delay in meeting the timelines would result in penalty.

Bidder will have to guarantee a minimum uptime of 99.5% for each service viz, GST & ITR, calculated on a monthly basis. Application availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage,

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs. per day for seven days a week.

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically or not in adherence to response time.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.0% =< A < 99.5%	5% of the monthly OPEX billed amount for the Month
98.5% =< A < 99%	7.5% of the monthly OPEX billed amount for the Month
A < 98.5%	10% of the monthly OPEX billed amount for the Month

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from respective or subsequent monthly payments. If Bidder materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Trust may have the right to terminate the contract. In case if there are no pending invoices to be paid by the Trust to the Bidder, the Bidder has to submit a pay order/ cheque payable at Mumbai in favour of CGTMSE for the same within 15 days from the notice period from the Trust.

- Response time against any request to the API for data fetch should be less than 1 minute. Response to authentication and other miscellaneous requests should be less than 15 seconds.
- Resolution of issues should be as follows:
 - Major issues causing disruption of service like unavailability of API service, platform – 2 hours
 - Operational / Technical issues affecting multiple users – 4 hours
 - Operational / Technical issues affecting any specific case – 8 hours

Change management – as mutually agreed

Liquidated damages for absence of resource(s)

Service provider shall ensure the availability of resources as per defined Service Window. Any absence by support staff beyond the service quality deteriorating and beyond SLA mentioned shall attract liquidated damages

End of RFP Document