



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

## Request for Proposal For Data Analytics Services for CGTMSE

Tender No.	<b>RfP No. DA/02/2017-18 Dated September 23, 2017</b>
Tender Issue Date	September 23, 2017
Date & Time of pre-bid meeting	October 05, 2017, 3.00 p.m.
Last date for bid submission	October 16, 2017, 1.00 p.m.
Tender Closing Time	October 16, 2017, 3.00 p.m.
Date of opening of Minimum Eligibility Bids	October 16, 2017, 3.30 p.m.
Tender Cost	₹ 1,000/-
Earnest Money Deposit	₹ 20,000/-



CREDIT GUARANTEE FUND TRUST FOR  
MICRO AND SMALL ENTERPRISES (CGTMSE)  
1002-1003, Naman Centre, 10<sup>th</sup> Floor, C-31, 'G' Block,  
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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## Critical Information

(RfP No. DA/02/2017-18 Dated September 23, 2017)

S.No.	Events	Date	Time
1	Last date for seeking clarifications for pre-bid meeting ( <i>only in writing</i> )	October 3, 2017	3.00 p.m.
2	Pre Bid meeting ( <i>no clarifications would be given after pre-bid meeting</i> )	October 5, 2017	3.00 p.m.
3	Last date for submission of bids	October 16, 2017	1.00 p.m.
4	Tender closing date & time	October 16, 2017	3.00 p.m.
5	Address for Bid Submission	<b>The General Manager</b> Credit Guarantee Fund Trust for Micro & Small Enterprises (CGTMSE) 1002-1003, 10 <sup>th</sup> Floor, Naman Centre Plot No. C-31, G Block, Bandra Kurla Complex, Bandra (E), <b>Mumbai - 400051</b> <b>Phone: 022-61437818</b>	
6	Date & Time of Opening of Minimum Eligibility bids.	October 16, 2017	3.30 p.m.
7	Date and time of opening of commercial bids	<b>To be intimated at a later date</b>	
8	Bid Validity	<b>90 days</b> from the last date of bid submission.	
9	Presentations to be made by bidders	The bidders are required to arrange for Presentations & Site visits within one week from the last date of submission of bids. Tentative schedule must be indicated in ' <b>Annexure-I Bid Covering letter</b> '.	
10	Site visit		
11	Contact details of CGTMSE officials	Mrs. Rajni Sood, GM	022 - 61437818
		Mr. K T P Rao, AGM	022 – 61437826
		Ms. Kirti / Ms. Sangita / Mr. Swapnil	022 – 614378-03 / 05 / 14 / 24 e.mail id : teamcgtsi@cgtmse.in

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## Notice

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## Important Terms

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

- ‘Trust’ or CGTMSE means ‘Credit Guarantee Fund Trust for Micro and Small Enterprises’.
- ‘Bidder’ means the respondent to the RFP document.
- ‘Successful Bidder’ refers to the bidder who gets selected by the Trust after completion of evaluation process.
- ‘Service Provider’ refers to the successful bidder who provides services to the Trust after the contract is awarded by the Trust, also abbreviated as ‘SP’.
- ‘RFP’ or ‘Tender’ means the Request for Proposal document
- ‘Bid’ may be referred to as ‘Offer’.

## Glossary

Acronym	Description
DC	Data Center
DR	Disaster Recovery Site
AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BG	Bank Guarantee
DR	Disaster Recovery
EMD	Earnest Money Deposit
MAF	Manufacturer Authorization Form
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
MLI	Member Lending Institution
DA	Data Analytics
SOW	Scope of Work
PO	Purchase Order

## Annexure/ Appendix Details

Annexure/ Appendix Number	Description
Annexure-I	Bid Covering Letter
Annexure-II	Minimum Eligibility Bid
Annexure-III	Commercial Bid
Annexure-IV	Declaration Regarding Clean Track Record
Annexure-V	Statement of Deviations
Annexure-VI	Letter of Competence
Annexure-VII	Power of Attorney
Annexure-VIII	Performance Bank Guarantee
Annexure-IX	Letter of Conformity
Annexure-X	EMD / PERFORMANCE SECURITY FORM
Annexure-XI	NON-DISCLOSURE AGREEMENT
Annexure-XII	Bank Mandate Form
Annexure-XIII	Pre-contract Integrity pact
Appendix to Annexure-II	Resource Deployment and Service Delivery Plan

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# 1. Introduction and Disclaimers

## 1.1. Purpose of RfP

1. Availability of bank credit without the hassles of collaterals / third party guarantees would be a major source of support to the first generation entrepreneurs to realise their dream of setting up of their own Micro and Small Enterprise (MSE). Keeping this objective in view, Ministry of Micro, Small & Medium Enterprises (MSME), Government of India launched Credit Guarantee Scheme (CGS) so as to strengthen credit delivery system and facilitate flow of credit to the MSE sector. To operationalise the scheme, Government of India and Small Industries Development Bank of India (SIDBI) in year 2000 set up the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) to strengthen credit delivery system and facilitate flow of credit up to Rs.2 crore to the MSE segment.
2. CGTMSE intends to leverage the data available with itself for over 17 years, as a result of having disbursed guarantees to over 29 lakh entities for a total value of over Rs.1.36 lakh crore. CGTMSE is interested in putting in place methodologies, processes, architectures, and technologies that will support the transformation of its data into meaningful and useful information. It envisages a combination of resources to reflect past, depict current and project future performance. The objective of this framework will be to carry out an analysis of the existing data and also develop a data analytics framework for the following purposes :
  - Provide critical insights to CGTMSE and policy makers which can be utilized to improve the efficiency of CGTMSE scheme as a financial inclusion programme.
  - Provide inputs to CGTMSE with regard to framing risk policies (identify different risks and suggest suitable risk mitigation measures) and
  - Provide inputs to CGTMSE with regard to suggesting appropriate management tools and dash-boards for capturing early warnings as well as predicting future losses. This will include an architecture covering pre-defined executive dashboards, flexible user defined dashboard capabilities, and predictive analytics to help CGTMSE and MLIs make policy adjustments or improvements. (The procurement of Data Analytics tools is not within the scope of this project.)
3. The purpose of RfP is to invite competitive bids from eligible bidders to carry out the above mentioned activities for CGTMSE.
4. This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Trust and the successful bidder as identified by the Trust after completion of the selection process.
5. The tender methodology being followed is under Two Bid System viz. **1) Minimum Eligibility Bid** and **2) Commercial bid**.

## 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

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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 have 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. Disclaimer**

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

### **1.4. 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/ presentations, etc. and providing any additional information required by CGTMSE, will be borne entirely and exclusively by the Respondent.

### **1.5. No Legal Relationship**

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

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

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

### **1.7. Evaluation of Offers**

1. Each Recipient acknowledges and accepts that the Trust may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
2. The issuance of RfP document is merely an invitation of offers 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.

### **1.8. Acceptance of Selection Process**

Each Recipient having responded to this RfP acknowledges have reading, understanding 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.





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## 1.9. Errors and Omissions

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

## 1.10. Acceptance of Terms

Recipient will, by responding to CGTMSE for RfP, be deemed to have accepted the terms as stated in this RfP.

## 1.11. Requests for Proposal

1. Recipients are required to direct all communications related to this RfP, through the officials whose contact details are provided in the Critical Information Summary sheet.
2. 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.
3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly. These details should also be written/ printed without fail on each of the bids envelopes as well.
4. If CGTMSE, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then CGTMSE reserves the right to communicate such response to all Respondents.
5. 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.

## 1.12. Notification

CGTMSE will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP response.

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## 2. Information to bidders

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.

### 2.1 Bid Price

Non-refundable Bid Price of ₹1,000/- (**₹ One Thousand only**) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled Bank, favoring '**Credit Guarantee Fund Trust for Micro and Small Enterprises**' or '**CGTMSE**' payable at Mumbai, must be submitted separately along with RFP response. The Trust may, at its discretion, reject any bid where the bid price has not been furnished with the RFP response.

### 2.2 Earnest Money Deposit (EMD)

- All the responses must be accompanied by a refundable interest free security deposit of ₹ 20,000/- (**₹ Twenty Thousand only**) in the form of Demand Draft / Banker's Cheque drawn on a scheduled Bank in favour of '**Credit Guarantee Fund Trust for Micro and Small Enterprises**' or '**CGTMSE**' payable at Mumbai or Bank Guarantee (BG) as per format prescribed in **Annexure-X**. Following are the CGTMSE's Bank A/c details for the purpose of getting the BG issued in CGTMSE's name:

A/c Name	Credit Guarantee Fund Trust for Micro and Small Enterprises
A/c No.	<b>018102000014951</b>
A/c Type	Current
Bank Name	IDBI Bank Ltd.
Branch Name	Chembur Branch, Mumbai
IFSC Code	IBKL0000018

- No interest will be paid on EMD and it could be forfeited in case of default as per clause 4.7.

### 2.3 Bid Submission Closing Date

- RFP Response should be received by Trust not later than date and time mentioned in '**Critical Information**' section above, at its Office premises.
- 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 prescribed time on the next working day.
- 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.

### 2.4 Bid Validity Period

- The Bids must remain valid and open for evaluation according to their terms for a period of **90 days** from the last date of the submission of bids.
- 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.
- The Trust, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary

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## 2.5 Late RFP Policy

Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened **within 02 weeks from the bid submission date.**

## 2.6 Receiving of RFP Response

Receiving of RFP response will be recorded by CGTMSE in a '**Bid Receipt 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 the 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 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 Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by e.mail, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
3. No bid may be modified after the deadline for submission of bids.
4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form.
5. Trust has the right to reject any or all tenders received without assigning any reason whatsoever. Trust shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

## 2.8 Opening of Bids by the Trust

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

## 2.9 Requests for information

1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Trust 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.

## 2.10 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 representatives to be present at the venue of the meeting.
3. Clarification sought by bidders should be made in writing, preferably through mail, and submitted on or before the date as indicated in the '**Critical Information**' section. Trust shall have the 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 ([URL: www.cgtmse.in](http://www.cgtmse.in)) website and Central Public Procurement Portal (CPPP) within **02 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.

## 2.11 Disqualification

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

## 2.12 Selection process

Successful Bidder will be selected through a two bids evaluation process:

- i) Minimum Eligibility Bid evaluation
- ii) Commercial Bid evaluation

## 2.13 Documents to be submitted as part of Bid:

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

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
<b>I</b>	<p><b>Minimum Eligibility Bid</b></p> <ol style="list-style-type: none"> <li>i. Bid Covering letter as per format prescribed in <b>Annexure-I</b></li> <li>ii. Response to Minimum Eligibility Bid as per format prescribed in <b>Annexure-II</b></li> <li>iii. Declaration regarding clean track record, as per format prescribed in <b>Annexure-IV</b></li> <li>iv. Statement of Deviations as per format prescribed in <b>Annexure-V</b></li> <li>v. Letter of competence as per format prescribed in <b>Annexure-VI</b></li> <li>vi. Power of Attorney as per format prescribed in <b>Annexure-VII</b></li> <li>vii. Letter of Conformity as per format prescribed in <b>Annexure-IX</b></li> <li>viii. DDs/ Instruments/ BG as per format prescribed in <b>Annexure-X</b>, towards Bid Price &amp; Earnest Money Deposit (EMD).</li> <li>ix. Non-disclosure Agreement as per <b>Annexure XI</b>.</li> <li>x. Bank Mandate Form as per <b>Annexure-XII</b>.</li> <li>xi. Pre-contract Integrity Pact as per <b>Annexure-XIII</b>.</li> </ol>	Hardcopy – 1	“Minimum Eligibility Bid for Data Analytics Services for CGTMSE – <b>RfP No. DA/02/2017-18 Dated September 23, 2017</b> ”
<b>II</b>	<p><b>Commercial Bid</b></p> <ol style="list-style-type: none"> <li>i. Response to Commercial Bid as per format prescribed in <b>Annexure-III</b></li> </ol>	Hardcopy – 1	“Commercial Bid for Data Analytics Services for CGTMSE– <b>RfP No. DA/02/2017-18 Dated September 23, 2017</b> ”

2. Above mentioned two separately sealed non-window envelopes (**I & II**) should be put together in another master non-window sealed envelope super-scribing “**Qualification (Minimum Eligibility & Commercial) Bids for Data Analytics Services for CGTMSE – RfP No. DA/02/2017-18 Dated September 23, 2017.**”.
3. All the individual envelopes must be super-scribed with the following information as well:
  - i. Name and Address of the bidder, Contact Person: Name, Phone number and e-mail id.
  - ii. Bids should be enclosed with all relevant documentary proofs/ certificates duly sealed and signed.

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## 2.14 Quotation of price for all items:

1. The Bidder should quote for all the required resources and services.
2. In case, prices are not quoted by any bidder for any specific item/ product/ resource/ service, for the purpose of evaluation the highest of the prices quoted by other bidders, participating in the bidding process, for the same item/ product / resource/ service will be reckoned as the notional price for that item / product / resource/ service, for that bidder and commercial evaluation would be carried out accordingly.
3. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other bidders (whose Price Bids are also opened) for that item/ product/ resource/ service will be reckoned. This shall be binding on all the bidders.
4. However, the CGTMSE reserves the right to reject all such incomplete bids

## 2.15 Pre-contract integrity pact:

1. Pre Contract Integrity Pact is an agreement between the prospective vendors / bidders and the CGTMSE as 'Buyer' committing the persons/ officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
2. The bidder has to submit signed **Pre-Contract Integrity Pact** as per the format at [Annexure-XIII](#) on the letterhead of the Company. However, the successful bidder has to submit the same on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Purchase Order.

## 2.16 Erasures or Alterations:

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Solution/ services details must be completely filled in. Correct information of the solution/ services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "complied", "as given in brochure / manual may not be acceptable. Trust may treat such offers as not adhering to the tender guidelines and as unacceptable.

## 2.17 Other Important points to note:

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

1. Authorized signatory must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed copies of any submission will not be acceptable and will be rejected by the Trust.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
6. The RfP is hosted on CGTMSE website ([URL: www.cgtmse.in](http://www.cgtmse.in)) and also on Central **Public Procurement Portal (CPPP)**. CGTMSE reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.



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## 3. Background

### 3.1. About CGTMSE

Availability of bank credit without the hassles of collaterals / third party guarantees would be a major source of support to the first generation entrepreneurs to realise their dream of setting up of their own Micro and Small Enterprise (MSE). Keeping this objective in view, Ministry of Micro, Small & Medium Enterprises (MSME), Government of India launched Credit Guarantee Scheme (CGS) so as to strengthen credit delivery system and facilitate flow of credit to the MSE sector. To operationalise the scheme, in year 2000, Government of India and Small Industries Development Bank of India (SIDBI) as settlers, set up the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) to strengthen credit delivery system and facilitate flow of credit up to ₹2 crore to the MSE segment.

The objective of CGTMSE is to encourage commercial banks to move away from a security oriented approach and provide collateral free credit facility to Micro and Small Enterprises.

The Trust provides guarantees to the credit facilities extended by banks and financial institutions to micro and small enterprises. The Trust's software application supporting the business scheme is available in two variants namely 'Internet' and 'Intranet'. Internet variant is meant to cater to external customers viz. banks and financial institutions, known as Member Lending Institutions (MLIs) spread across the country. The Intranet variant is meant for internal CGTMSE users for servicing the guarantees issued to MLIs and to perform other related functions.

Detailed information of the functions of the Trust is provided on Trust's website [www.cgtmse.in](http://www.cgtmse.in).

### 3.2. Current IT Infrastructure Setup

Currently CGTMSE's following IT Infrastructure is hosted at 3<sup>rd</sup> party Internet Data Centre (IDC) under co-location arrangement.

#### 3.2.1. Applications and Mail servers

- 1. Internet application server :** The Trust's internet application server hosting business application (Internet) with JBoss Server as middleware and Oracle database 11g as database is accessed over internet by MLIs spread across the country to operate the Credit Guarantee Scheme (CGS) of the Trust. Application is accessible over a secured (https://) portal on different browsers viz. IE, Chrome and Firefox.
- 2. Intranet application server:** Intranet application server hosting business application (Intranet) with JBoss Server as middleware and Oracle database 11g is accessed by internal users of CGTMSE both from CGTMSE's Naman Centre office over a dedicated 08 Mbps P2P VPN link. Application can be accessed over a secured (https://) portal on different browsers viz. IE, Chrome and Firefox.
- 3. Mailing Server:** Mailing solution (currently IBM Domino Mail Server 9.0.1 FP3) is deployed on this server and is used for internal as well as external mailing. The server also acts as SMTP server to the two application servers for routing the alerts and mails generated from applications.
- 4. Applications:** Both the variant of applications have been developed in-house in Java and deployed using **JBoss 5.1.0 GA** as the web server with Oracle 11g as the



database. Two databases are hosted on respective servers with data flowing across the databases through DB links.

The applications are currently under maintenance and support from 3<sup>rd</sup> party under maintenance contract wherein on-site developers take care of the maintenance (new requirement, change management, bug-fixing, data requirement etc.) and user support requirements of CGTMSE. All the servers are running on Windows Server 2008 R2 Enterprise (64 bit) as OS.

### 3.2.2. Brief on Internet & Intranet Applications

Both the applications put together automate the complete process involving following activities/ stages broadly:

#### A. Guarantee Maintenance:

- i. MLIs lodging on-line applications for guarantees to be obtained from CGTMSE for eligible cases sanctioned by MLIS.
- ii. Applications are processed and approved/ rejected at CGTMSE end. Demand advices (DANs) towards Annual Guarantee Fee (AGF) are raised on MLIs for all the approved applications. MLIs at their end do allocate DAN(s) in the systems and makes a consolidated payment through NEFT/RTGS to CGTMSE.
- iii. On receipt of payment through NEFT/RTGS towards annual guarantee fee, the same is appropriated by CGTMSE for the respective approved applications and guarantees for these applications stand issued from the date of appropriation. Subsequently, Annual Guarantee/ Service Fee (AGF/ ASF) is charged throughout the tenure of the issued guarantees. Process of allocation/ appropriation of AGF/ ASF DANs is same as mentioned at sr. no. ii above.

#### B. Claims Lodgment:

- i. All such cases which are covered under CGTMSE guarantee and have turned Non Performing Assets (NPAs) are supposed to be marked as NPA in the system by MLIs. Throughout the life cycle of the guarantee, cases may be marked NPAs and then upgraded and again marked as NPA and so on.
- ii. MLIs may make on-line application for claims for already marked NPA cases. Various desired documents are required to be uploaded at the time of application or subsequently by MLIs.
- iii. Claims are processed and approved/ rejected/ returned by CGTMSE. Payments to the MLIs towards settlement of claims are made through NEFT/ RTGS.

#### Both the applications have following modules:

**Internet:** Accessed by MLIs, has modules for lodging fresh guarantee applications, guarantee maintenance, Receipts and Payments, Reports and MIS, Claim lodgment etc. The data saved by MLI is stored in temporary staging area which gets moved to permanent access area after action(s) performed by CGTMSE Users.

**Intranet:** Accessed by CGTMSE users, has modules for: Guarantee Application processing, maintenance of guarantees, Receipt & Payments, Claims processing, Reports and MIS and host of other operations like Inward/ Outward and System Administration etc. The data saved by CGTMSE is stored in intranet database as well as permanent access area of internet database. Data from temporary staging area of internet database is pulled periodically to intranet database.

### 3.3. Project Scope

#### Assignment Overview

The Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)'s Credit Guarantee Scheme (CGS) has been launched in year 2000 by the Government of India and Small Industries Development Bank of India (SIDBI) to strengthen credit delivery system and facilitate flow of credit up to ₹2 crore to the Micro and Small Enterprise (MSE) segment.

CGTMSE intends to leverage the data available with itself for over 17 years, as a result of having approved guarantees to over 29 lakh entities for a total value of approx. Rs.1.36 lakh crore. CGTMSE is interested in putting in place methodologies, processes, architectures, and technologies that will support the transformation of its data into meaningful and useful information. It envisages a combination of resources to reflect past, depict current and project future performance. The objective of this framework will be to carry out an analysis of the existing data and also develop a data analytics framework for fulfilling the following purpose :

- Provide critical insights to CGTMSE and policy makers which can be utilized to improve the efficiency of CGTMSE scheme as a financial inclusion programme.
- Provide inputs to CGTMSE with regard to framing risk policies (identify different risks and suggest suitable risk mitigation measures) and
- Provide inputs to CGTMSE with regard to suggesting appropriate management tools and dash-boards for capturing early warnings as well as predicting future losses. This will include an architecture covering pre-defined executive dashboards, flexible user defined dashboard capabilities, and predictive analytics to help CGTMSE and MLIs make policy adjustments or improvements. (The procurement of Data Analytics tools is not within the scope of this project.)

#### Scope of Work

##### 3.3.1 Data integrity, sufficiency and data universe definition

###### 3.3.1.1 Objective

At this stage, the consultant shall assess the data which shall be shared by CGTMSE for development of the analytics framework, and define the overall data universe to be used for the development of the analytics framework.

###### 3.3.1.2 Activities

- CGTMSE's data set shall be shared with the consultant across the following dimensions covering the entire life cycle of the credit guarantee scheme:

- **Borrower profile** (including location, industry, financials, project details, gender, category, ticket size etc.)-Should capture trends with regard to repeat clients and their behavior during the coverage period.
- **MLI profile** (in terms of loans being covered under guarantee, NPA & Claim behavior, size, risk profile, behavior etc.) - Efforts should reveal the changing dynamics of MLI profile with respect to the CGTMSE scheme, capturing the shifts in borrower profiles (with regard to ticket size, industry, etc.) covered under the guarantee programme, ticket size concentration and shifts, behavior of claim and post claim recovery trends, conversion factor of NPA to claims.
- **NPA profile** – capture details mapped to borrower and MLI with drill down on various metrics (including geography, gender, industry, MLI, quick mortality, etc.)
- **Claim profile** - One needs to capture the trend in “NPAs to claim” conversion-factor with relation to different MLIs and other metrics.
- **Post-claim recoveries**- capturing trends and establishing possible co-relations with CGTMSE policies.
- The consultant shall assess the sufficiency and integrity of the available data for carrying out analytics
- The consultant shall also identify external data sets that can augment CGTMSE's internal data for carrying out analytics
- The consultant shall aggregate the entire data universe made up of internal and external data sets
- Based on the identified data universe, the consultant shall update the data collection templates in use at CGTMSE
- The consultant shall identify relevant best practices for the storage and maintenance of data collected by CGTMSE

### 3.3.1.3 Output

- Updated data collection templates
- Final data universe available for development of the analytics framework
- Recommendations on data maintenance

## 3.3.2 Data Analytics of Current Data

### 3.3.2.1 Objective

The consultant is expected to carry out data analytics of current data on the following dimensions on Borrower, MLI, NPA profile, claims and post-claim experience; etc.:

- Trend analysis over the different time period, geography and across different industries.
- Significance Analysis for identification of Significant data points which have impact on the pricing / underwriting risk
- Creation of Benchmarks once significance analysis is done
- Cross sectional analysis to establish correlation between different data points like NPA movement, recovery, size of business, total liabilities, charge of risk premium, etc.

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### 3.3.2.2 Activities

The consultant shall:

- Understand the current data and work-out a detailed report on the different dimensions indicated above, identify different risks and suggest suitable risk mitigation measures based on the current data.
- Define metrics to assess the success of the CGTMSE scheme. Examples of such metrics are
  - Lending facilitated in various locations of the country
  - Assessment of growth in lending over a period of time to understand effectiveness of Financial Inclusion schemes
- Define metrics to analyze the effectiveness of the pricing and risk policies at CGTMSE, examples of which may be
  - Observed default behavior of credit disbursed by MLIs and their respective risk profile, correlated with its risk based pricing premium as calculated by CGTMSE
  - Analysis of the claims raised by MLIs on their NPA portfolio
  - Identify different risks and suggest suitable risk mitigation measures
- Define metrics for
  - Analysis of claim recovery data to identify sector wise or location wise business strategy
  - Derivation of industry-level financial benchmarks for stressed assets to drive pricing strategy

### 3.3.2.3 Output

Submit analytics of current data with identified risk metrics and suggested risk mitigation measures.

## 3.3.3 Governance plan for the Analytics framework

### 3.3.3.1 Objective

As a part of this phase, the consultant shall provide the data analytics framework to enable CGTMSE to repeat the Data Analytics activities, maintain and interpret the results, and also suggest suitable Data Analytics tools and internal risk policies (identify different risks and suggest suitable risk mitigation measures).

### 3.3.3.2 Activities

The consultant shall:

- Develop a governance mechanism for review and update of the analytics framework
- Suggest modifications in the pricing and internal risk policies (identify different risks and suggest suitable risk mitigation measures) at CGTMSE based on the analysis of the existing data.



- Make CGTMSE aware of the pros and cons of
  - Maintenance and update of the framework in-house, or outsourcing the maintenance and update of the framework to a third party vendor
- Develop a roadmap around the maintenance and update of the framework

### 3.3.3.3 Output

- Submit a Governance & Analytics framework covering the following objectives :
  - To enable CGTMSE to repeat & maintain Data Analytics activities, including predictive analytics
  - Interpret the results of data analytics
  - Pre-defined executive dashboards and flexible user defined dashboard capabilities.
  - Suggest suitable Data Analytics tools
  - Suggest internal risk policies (identify different risks and suggest suitable risk mitigation measures).

### 3.4. Tenure of Contract:

1. The tenure of contract would be initially **for a period of 3 months starting w.e.f. PO date.**
2. CGTMSE shall have the right to extend the tenure of the contract for a further period of up to 03 (three) months on the same terms and conditions.
3. For optional services, period of services shall be from the date of start of such services till the period not exceeding the contract period including extended period, if any.

### 3.5. Delivery Schedule:

1. All the Services as per scope of work shall commence w.e.f. the start date of the contract. Accordingly, the Service Provider should ensure to deploy all the requisite resources for the project **w.e.f. the start date of the contract.**
2. The service delivery schedule has been defined in following phases and timelines :

<b>Analytics of current data</b>	<b>: 8 weeks from the PO date</b>
<b>Governance plan for the Analytics framework</b>	<b>: 12 weeks from the PO date</b>



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## 4. Terms and Conditions

### 4.1 General

1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its **Annexures & Appendices**. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.
2. CGTMSE reserves the right to extend the dates for submission of responses to this document with intimation on the Trust's website and CPPP.
3. At any time prior to the deadline for submission of Bids 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 & Central Public Procurement Portal (CPPP) as corrigendum/ addendum for information of all prospective Bidders.
4. All such amendment shall become part of the RfP and same will be notified on Trust's website & CPPP. The Bidders are required to have a watch for any such amendment till the last moment before submitting the bid.
5. 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. CGTMSE reserves the right to make any changes in the terms and conditions. CGTMSE will not be obliged to meet and have discussions with any Bidder. However, CGTMSE, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender or non-issuing a tender document to a prospective bidder.
6. Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while preparing its proposal for the project. Bidder must get the doubts, if any, clarified by CGTMSE before submitting the responses.
7. The bids submitted should be complete in all respects meeting all deliverables under the project. It will be sole responsibility of the selected service provider to deliver each and everything service(s) as per the scope of the project during the contracted period. 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.
8. Unless agreed to specifically by the Trust in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
9. Unless expressly overridden by the specific agreement to be entered into between the Trust and the successful Bidder, the RFP shall be the governing document for arrangement between the Trust and the Bidders.
10. CGTMSE reserves the right to change the required specifications/ scope of work and

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ask for the revised bids or cancel the process without assigning any reasons thereof.

11. The scope of the proposal shall be on the basis of single point responsibility, completely covering all obligations and providing all deliverables and services required for successful implementation of the Solution specified under this RfP, **on end-to-end solution basis**.
12. The Bidder shall promptly notify CGTMSE of any event or conditions, which might delay the completion of deliverables in accordance with the approved schedule and the steps being taken to remedy such a situation.
13. Bidder should guarantee that the hardware, software and allied components brought in by the Service Provider towards the delivery of services as per SOW are licensed and legal.
14. The Bidder/ Service provider is obliged to give sufficient support to CGTMSE's staff, work closely with CGTMSE's staff, act within its own authority, and abide by directives/ guidelines issued by CGTMSE.
15. The Service provider shall be responsible for managing the activities of its personnel deployed at CGTMSE in connection with the services being rendered under this RfP and subsequent purchased order/ contract, and will be responsible for any misdemeanors.
16. The Service provider's selection under this RfP document is on the understanding that this RfP contains only the broad provisions for the entire assignment. The Service provider shall be required to undertake to perform all such tasks, render requisite services and make available such resources on-site as may be required for/ incidental to the successful completion of the entire assignment.
17. The Vendor shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/ franchisees and will be accountable for both. The Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Trust. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this RfP.
18. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any assignment under the purchase order to be issued for this RfP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. shall be paid by Vendor alone and the Trust shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors, etc.
19. The Vendor shall hold the Trust, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Trust through the action of its employees, agents, contractors, subcontractors etc.



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## 4.2 Commercial Bid

1. **Currency** – The Bidder is required to quote in Indian Rupees ('INR'/ '₹'). Bids in currencies other than INR may not be considered.
2. **Tax** – Bidder should quote the basic cost and the prevailing taxes separately. The taxes should include all applicable taxes/ levies such as GST, transportation, installation, Cess etc., that need to be incurred.
3. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by CGTMSE, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to CGTMSE in its favour. This will remain applicable throughout the contract period.
4. It would be bidder's responsibility to identify and factor cost of each and every commercial item mentioned in this RfP document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected bidder (Service Provider) has to provide the services at its own cost. However, if anything is missed out by 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.
5. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the Trust.

## 4.3 Service Delivery

1. To meet CGTMSE's requirements, as spelt out in the RFP, the Bidder must have the requisite experience in providing desired services, the technical know-how, and the financial wherewithal that would be required to successfully provide the services sought by CGTMSE, for the entire period of the contract.
2. Selected bidder would be issued 'Letter of intent (LOI)'/ purchase order (PO) on final selection and completion of internal approval formalities of the Trust. Immediately after the receipt, the Service provider must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.
3. Time would be the essence of this RfP and subsequent LOI/ PO issued/ placed with the Successful Bidder. Therefore, the Bidder must strictly adhere to the delivery schedules failure to which will be considered as breach of the terms and conditions.

## 4.4 Rules for Responding to the RFP

1. All responses should be in English language. All responses by the Bidders to this RFP document shall be binding on such Bidders till the bid validity.
2. All responses including Eligibility, Technical (if any) and Commercial bids, all subsequent clarifications received from the bidder in response to CGTMSE's queries/ instruction would be deemed to be irrevocable offers/ proposals from the Bidders and may, if accepted by the Trust, form part of the final contract between the Trust and the selected Vendor. Bidders are required to attach a '**Letter of Competence**' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in [Annexure-VI](#).
3. Any part of the response either eligibility, technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the Trust.



4. 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 Eligibility, Technical (if any) and Commercial bids will have to be signed on all pages by the authorized signatory. Unsigned bids would be treated as incomplete and would be liable to be rejected.
6. The bidders should obtain necessary permissions and approval from the customers whose references have been given in their response, for undertaking site visits and or their obtaining feedback by the Trust.
7. The Bidder must submit the response exactly in the formats mentioned in this RfP and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. 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.
8. Based on the Trust's requirements as listed in this document, the Bidders should architect the best-suited solution that would meet the Trust's requirements and quote for the same.
9. In case the Bidders quote for more than one solution/ option then the response would be considered as improper and liable to be rejected. The Bidders should not give options to the Trust to select from the multiple offers. The Bidder is expected to select the best option which is cost-effective and meeting the entire Tender specifications. It would be the responsibility of the bidder to decide the best suitable solution/ option.
10. Either the Indian Agent on behalf of the Principal/ OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same item / product. If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM for the same item /product.
11. The bidder shall represent and acknowledge to the Trust that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations in the performance of the provisions of this RFP.
12. The bidder represents that all the services/ offerings quoted by the bidder in response to this RFP meets the requirements of the Trust as stated in this RfP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Trust.
13. The bidder shall represent that the proposed services/ solution and its constituents including documentation and/ or use of the same by the Trust shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder represents and agrees to obtain and maintain validity throughout the project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Trust for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Trust for availing services from the bidder.

14. The Trust will not be responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Trust at all times will benchmark the performance of the Vendor to this RFP and the expected service levels as mentioned herein. In the event of any deviations, the Vendor must make good the same at no extra costs to the Trust, in order to achieve the desired service levels as well as meeting the requirements as stipulated in this RfP.
15. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by CGTMSE.
16. CGTMSE would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, **except the late bid**, to the Bidder.
17. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc., **unless stated expressly for specific activities**, will be payable by the Trust. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Trust for the same.
18. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description complying with the requirement must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. CGTMSE may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
19. Responses received become the property of 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.
20. The Bidders shall adhere to the terms of this RfP document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RfP. The Trust reserves its right to not to accept such deviations to the Tender terms, in its sole and absolute discretion.

#### 4.5 Sub-contracting

1. Due to the nature and scope of work for the services to be delivered under this RfP, the bidder shall have the option to sub-contract only to the extent of delivering managed services and on-site resources only to the extent as mentioned in the staffing requirements section.
2. However, in case of subcontracting the prime/ lead bidder should confirm unconditional acceptance of full responsibility of executing the "Scope of Work" and compliance to the terms and conditions of the RfP in its entirety.
3. The prime/ lead bidder shall be the sole point of contact for all purposes. In case of commercial or legal matters, if any, CGTMSE would deal with prime/ lead bidder only.

#### 4.6 Amendment to the bidding document

1. At any time prior to the deadline for submission of Bids, the Trust, for any reason, may modify the Bidding Document, by amendment.
2. The amendment will be posted on Trust's website ([URL: www.cgtmse.in](http://www.cgtmse.in)) and also on CPPP.

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.

## 4.7 Bid Security and Performance Guarantee

### 4.7.1 Bid Security / Earnest Money deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of **₹20,000/- (₹Twenty Thousand only)** in the form and manner as prescribed elsewhere in this document.
2. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
3. The Demand Draft/ Pay Order/ BG should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Trust.
4. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:
  - i) In case the Bidder withdraws its bid within the validity period of the bid for any reason whatsoever;
  - ii) In case the successful Bidder fails to accept the LOI/ purchase order as specified in this document **within 10 working days** from the date of LOI/ Purchase order for any reason whatsoever; or

***Besides forfeiting the EMD, the Trust may debar the bidder from subsequent bidding in CGTMSE tenders, for a period of 03 years.***
5. The EMD will be refunded to the unsuccessful bidders subsequent to the happening of any of the following events:
  - i) Issue of Letter of Intent (LOI)/ Purchase order to selected vendor; **OR**
  - ii) End of the bid validity period including extended period (if any),  
**whichever is earlier.**
6. Successful bidder will be refunded the EMD amount only after the receipt of **Performance Bank Guarantee** from the Successful Bidder as mentioned in the following section.

### 4.7.2 Performance Bank Guarantee (PBG)

1. The selected Bidder will be required to provide a Performance Bank Guarantee for an amount equivalent to **10% of the contract value** from a scheduled commercial bank.
2. The performance guarantee should be valid **till three months period beyond the expiry of the contract period** and should have claim period of three months beyond the PBG validity period.
3. The successful Bidder shall provide the PBG after the communication regarding acceptance of the services has been received from the Trust.
4. Payments for the first phase / milestone shall be released only after the receipt of PBG. However, Service Provider shall continue to provide uninterrupted services in

the event of payments being held by CGTMSE on account of non-submission of PBG by the Service Provider.

5. Notwithstanding anything to the contrary contained in the contract, CGTMSE shall be at liberty to invoke the Performance Bank Guarantee without notice or right of demur to the Bidder in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
6. If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two months, CGTMSE will inter-alia, be at liberty to invoke the performance guarantee within the ambit of preceding paragraph in addition to other remedies available to it under the contract or otherwise.
7. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of 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**.

#### 4.8 Service Level Agreements (SLAs)

Service Delivery : As per the delivery Schedule

#### 4.9 Penalty Clauses for services

1. Compliance of service level requirement towards respective service category will be separately measured on monthly basis.
2. Shortfall in achieving SLA compliance for respective service area will attract penalty and will be charged every month on the total payable for respective service for the month.

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

##### 4.9.1 Service Delivery [Implementation]

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

*In case service provider fails to achieve compliance level of services successively in two months, CGTMSE will reserve the right to re-look at the contract and redefine Service level agreement and penalty clauses to safeguard its interest.*

#### 4.10 Payment Terms

1. Bidder [Service Provider] will be paid as per the service delivery milestones:

<b>Analytics of current data</b>	<b>: 40% of the project cost</b>
<b>Governance plan for the Analytics framework</b>	<b>: 40% of the project cost</b>
<b>Acceptance of the Governance Plan for the Analytics framework</b>	<b>: 20% of the project cost</b>

2. Payment of any phase / milestone will be made after deducting TDS/ other taxes and applicable penalty pertaining to the phase/milestone.
3. Payment of first installment will be released only after the receipt of Performance Bank Guarantee.
4. Payment for subsequent phases will be made only after payment of previous phases has been released.
5. All the payments including refund of EMD (if submitted in the form of DD/ Pay order) will be made by CGTMSE Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's Banker] **Bank Mandate Form** as per format prescribed in [Annexure–XII](#).

#### 4.11 Termination Clause

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

1. **Out of convenience** – termination of all the services after 01 year or termination of services partially after 06 months from the start date of the contract. The Bidder shall not have the right to terminate contract for convenience.
2. **On happening of one or more of the following events:**
  - i) Shortfall in achieving required Service Levels successively in two months.
  - ii) Bidder [Service Provider] fails to perform any other obligation(s) under the contract.
  - iii) Any threat is perceived or observed on the security of Trust's data/ application/ IT Infrastructure/ property out of any action by the on-site/ off-site staff associated with the delivery of services as per SOW.
  - iv) Bidder fails to rectify a default or given situation within a remedy period of 30 days given by the Trust. Trust will provide in writing the nature of the default/ situation to the vendor through a letter or mail correspondence. The 30 days' time period will commence from the day the Trust has sent such correspondence to the Vendor.
  - v) In the event of service provider becoming bankrupt or otherwise insolvent, CGTMSE may terminate the contract by giving even **a short notice of less than 30 days** and termination will be without any compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Trust.

#### 4.12 Payment in case of Termination of contract

1. In case the contract is terminated in any of the events except Service Provider becoming bankrupt or insolvent, payment towards services will be made on pro-rata basis, for the period services that have been delivered, after deducting applicable penalty and TDS/ other taxes.
2. However, in the event of Service Provider becoming bankrupt or insolvent, CGTMSE shall not be liable to make any payments whatsoever.

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### 4.13 Insurance

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

### 4.14 Rules for Evaluation of Responses

1. To assist in the scrutiny, evaluation and comparison of responses/ offers, CGTMSE may, at its discretion, ask some or all Bidders for clarifications on their offers. The request for such clarifications and the response will necessarily be in writing. CGTMSE has the right to disqualify the Bidder whose clarification is not received by CGTMSE within the stipulated time or is found not satisfactory/ suitable to the proposed project.
2. Bidders should be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, **within a week's period after the last date of the submission of proposals**. Accordingly, CGTMSE will communicate a date and time to all Bidders. The Bidder will arrange for such demonstrations, presentations, site visits and obtain customer feedback at its own cost. All the necessary approvals for site visits/ customer feedback must be obtained by the bidders from referred customers.
3. CGTMSE may appoint the services of an external consultant/ agency for evaluation of the bids.
4. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/ documents because of any non-disclosure agreement with its other customer or for any other reason whatsoever. CGTMSE would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
5. CGTMSE may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of CGTMSE contains any false or misleading claims or statements. CGTMSE shall not be liable for excluding or rejecting any such proposal.
6. CGTMSE reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RfP document. CGTMSE would not give any clarification/ explanation to the concerned bidder in case of such rejection.
7. CGTMSE reserves its right to reject any or all the offers without assigning any reason thereof whatsoever. The decision of CGTMSE would be final and binding in this regard.
8. CGTMSE reserves the right to modify the evaluation process at any time during the Tender process (before submission of bids by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
9. CGTMSE will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined **the Lowest Bid (L1)**, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, CGTMSE shall not be bound to accept the **L1 bid or**



any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

10. CGTMSE reserves the right to re-tender.

#### 4.15 Corrupt and fraudulent practice

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

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

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

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

#### 4.16 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.

#### 4.17 Violation of terms

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

#### 4.18 Confidentiality

1. This RfP contains information proprietary to CGTMSE. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of CGTMSE. The Bidders shall submit a non-disclosure agreement as per [Annexure – XI](#) on non-judicial stamp paper of appropriate value at the time of submission of bids.
2. In case the selected vendor is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of

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information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

#### **4.19 IPR Infringement**

As part of this project, bidder / service provider will deliver different software/ hardware/ services, if the use of any such software/ hardware/ services by / for CGTMSE, infringes the intellectual property rights of any third party, Service provider shall be primarily liable to indemnify CGTMSE to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to software/ hardware/ services provided/ used by Bidder/ Service provider under this project.

#### **4.20 Limitation of liability**

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

#### **4.21 Rights to Visit**

1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to 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 authorize, the progress of the project at the development / customization site of the Bidder or where the services are being rendered by the bidder.
3. The Trust and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Trust is not misused. The Bidder will have to cooperate with the authorized representative/s of the Trust and will have to provide all information/ documents required by the Trust.

#### **4.22 Audit**

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

- i) Inspect and audit its books and accounts and to provide copies of any audit or review reports and findings made on the service provider, directly related to the services related to this RfP. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.
- ii) Right to remotely monitor access to CGTMSE's data and /or audit the log of access to CGTMSE's data.



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## 4.23 Compliance with Statutory and Regulatory Provisions

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

## 4.24 Taxes and Duties

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

## 4.25 Right of Publicity

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

## 4.26 Resolution of Dispute

1. CGTMSE and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, CGTMSE and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.
2. The dispute resolution mechanism to be applied shall be as follows:
  - i) In case of Dispute or difference arising between CGTMSE and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third party arbitrator mutually appointed by both the parties.
  - ii) Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

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- iii) The cost and expenses of Arbitration proceedings will be equally shared and paid by both the parties.
  - 3. The agreement/ contract shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.
  - 4. No conflict between the BIDDER and CGTMSE shall cause cessation of services. Only by mutual consent the services will be withdrawn.
  - 5. CGTMSE reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

#### 4.27 Force Majeure

- 1. Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract/ order subsequent to this RfP is the result of an event of Force Majeure.
- 2. If a Force Majeure situation arises, successful bidder shall promptly notify CGTMSE in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by CGTMSE in writing, successful bidder shall continue to perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, CGTMSE and the successful bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
- 4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

#### 4.28 Indemnity

- 1. The Bidder/ successful bidder shall indemnify the Trust, and shall always keep indemnified and hold the Trust, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Trust as a result of:
  - i) Trust's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
  - ii) An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or
  - iii) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Trust; and/or
  - iv) Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
  - v) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

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- vi) Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
  - vii) Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
  - viii) The use of unlicensed and illegal Software and/or allied components by the successful Bidder.
  - ix) Infringement of 3rd party intellectual property rights and inappropriate disclosure or data breach.
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Trust that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Trust:
    - i) Notifies the Bidder in writing; and
    - ii) Cooperate with the bidder in the defense and settlement of the claims.
  3. The Bidder shall not be liable for defects or non-conformance resulting from:
    - i) Software, hardware, interfacing not approved by Bidder; or
    - ii) Unauthorized modification of Software or any individual product supplied under this RfP document, or Trust's failure to comply with any mutually agreed environmental specifications.
    - iii) Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
    - iv) Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

#### **4.29 NDA(Non-Disclosure Agreement)**

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

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

### 5.1 Minimum Eligibility Bid

1. Proposals not complying with the prescribed 'Minimum Eligibility criteria' and not submitted as per **Annexure-II** are liable to be rejected and will not be considered for further evaluation.
2. The references/ facts submitted by the bidders shall only be considered by CGTMSE if the same are verifiable. The references which are not presented with verifiable facts due to NDA with customer or for any other similar reason shall not be considered by CGTMSE for evaluation.
3. Detailed Service Delivery Plan should be submitted as a separate document as '**Appendix to Annexure-II. Service Delivery plan**'. Plan should include Executive Summary including understanding of CGTMSE's requirements, proposed resource deployment, service delivery and SLA monitoring plan, bio-data/ resume of at least 03 resources proposed to be deployed for the project. However, it clarified that it would be at the sole discretion of CGTMSE to accept or reject the bio-data(s) submitted by the bidder. In case CGTMSE is not satisfied with any of the bio-data, it may ask bidder to provide alternate bio-data within specific period and if the bidder fails to do so, CGTMSE may not consider its bid for further evaluation.

### 5.2 Commercial Bid

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

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## 6. Evaluation Methodology

### 6.1 Evaluation process

1. The Trust shall adopt a **Two (02) stage** bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
  - i) Minimum Eligibility Criteria
  - ii) Commercial Bids
2. The Trust shall first evaluate the '**Minimum Eligibility Criteria**' bids and based on its evaluation, '**Commercial bids**' of short listed bidders only shall be opened and evaluated. The final selection will be done based on the outcome of **the commercial evaluation**.
3. The evaluation of bids will be undertaken by a Committee of Officials or/ and representatives formed by the Trust and its decision will be final.
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 (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.

### 6.2 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. A bid will be determined as a substantially responsive Bid if it conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, bid price, 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. The Trust may also take up the visit to inspect live site(s) of the bidder, witness demos, bidder's presentation, verify credential with the referred customers etc.
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, except for MSE bidders, without tender fee and/ or 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.
7. The Trust may like to undertake visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.

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### 6.3 Evaluation of Minimum Eligibility Criteria

1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the '**Minimum Eligibility Criteria**' section. Bids not complying with the minimum eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation.
2. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.
3. Successful bidders at of this stage would be considered for Commercial evaluation.

### 6.4 Evaluation of Commercial Bids

1. In this phase, the Commercial Bids of the bidders short listed in the first phase, will be considered for commercial evaluation.
2. Conditional bids shall not be accepted on any ground and shall be rejected straightway. It is reiterated that clarification, if any, should be sought before submission of bids.
3. The date for opening of commercial bids will be advised separately only to the short listed bidders.
4. The **Total Cost of Ownership (TCO)** would be considered for evaluation of commercial bids.
5. The Trust will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the **Lowest Commercial bid (L1)** i.e. lowest TCO.

### 6.5 Arithmetic errors correction

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

- i) 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.
  - ii) 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.
  - iii) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
  - iv) 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.
  - v) 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.
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## Annexure – I. Bid Covering Letter

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

Date:

The General Manager  
CGTMSE,  
1002-1003, 10<sup>th</sup> Floor, Naman Centre,  
Plot No. C-31, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai – 400 051**

Dear Sir,

### Data Analytics Services for CGTMSE

(Rfp No.      dated      )

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

1. **Bid Price and EMD** *<out of a, b & c below, pl. remove which is not applicable>*:
  - a. Not submitted as we are a registered MSE and exempted as per the provisions under para 4.29 of the RfP.
  - b. **Bid Price**: We have enclosed a Demand Draft/ Banker's Cheque of the sum of **₹1,000/- (₹ One Thousand only)** towards non-refundable bid price.
  - c. **Earnest Money Deposit (EMD)**: We have enclosed a Demand Draft / Banker's Cheque/ Bank Guarantee (BG) of the sum of **₹20,000/- (₹ Twenty Thousand only)** towards EMD. We understand that the EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
2. Minimum Eligibility bid and Commercial bid inside separate envelopes, in prescribed formats.
3. Details of presentation and site visit/ customer feedback are given below:

Event	Date & Time	Address & Contact details	Remarks/ Comments
Presentation		CGTMSE Office, Mumbai	
Site Visit		<i>&lt;pl. give the details of the customer referred&gt;</i>	

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

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

Thanking you,

Yours sincerely,

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Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

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## Annexure – II. Minimum Eligibility Bid

(Rfp No. dated )

S. No	Criteria	Bidder's Response
<b>A. General information about bidder:</b>		
1	Name of the bidder company	
2	Year of establishment {The bidder should have been in existence for at least <b>five years</b> as on 31 March 2017 (in case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into considerations)}. <i>[Certification of Incorporation / Certificate of commencement of business]</i>	
3	Type of Company. <i>[Govt./ PS / Pub. Ltd/ Pvt. Ltd/ Partnership/ Proprietary]</i>	
4	Bidder should be a registered Company incorporated in India under Companies Act 1956 and in operations for at least <b>05 years</b> . If Yes, provide Registration No. and date of registration. <i>[Copy of Registration Certificate to be enclosed]</i>	
5	Address of Registered Office with contact numbers [phone /fax/mail]	
6	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]	
7	The Bidder must have a currently valid GSTN and PAN. <i>[Self certified copies of relevant documents]</i>	
8	<b>Contact Details of Bidder authorized to make commitments to CGTMSE</b>	
a	Name	
b	Designation	
c	Mobile No.	
d	Fax No.	
e	Mail Id	
9	MSE Status as per the definition at <b>para 4.29</b> of the RfP <b>&lt;tick appropriate&gt;</b> : <input type="checkbox"/> Company <b>does not qualify</b> the status of MSE. <input type="checkbox"/> Company <b>does qualify</b> the MSE status. Relevant document is attached herewith. <i>&lt;please attach MSE registration certificate or a certificate from Chartered Accountant&gt;</i> .	
<b>B. Eligibility Criteria</b>		
10	The Bidder should have: i. An annual turnover of minimum <b>₹25 Crore in each of the</b> last three financial years. <b>AND</b> ii. The Bidder should have positive net worth and cash profit ( <b>i.e. no cash loss</b> ) in at least 02 of the last 03 financial years. <i>[Certificate of auditors/ Chartered Accountant for last three audited financial years mentioning turnover, net worth and cash profit to be enclosed. Copies of the balance sheets are not desirable. Provide provisional figures for 2017 if audited are not available]</i>	
	<b>Audited FY →</b>	<b>FY 2016 - 2017</b>
	<b>FY 2015 - 2016</b>	<b>FY 2014 - 2015</b>
	Turn Over	
	Net Worth	
	PAT	
11	The bidder should have <input checked="" type="checkbox"/> Demonstrated domain experience in risk consulting and analytics, by having provided such services to at least <b>3 Financial Institutions / Scheduled Commercial Banks/ Insurance Co. in India over the past 5 years</b> (as on the date of this RfP) project.  <input checked="" type="checkbox"/> Undertaken <b>at least one</b> successfully implemented similar	

S. No	Criteria	Bidder's Response																
	<p>project as defined in the Scope of this RfP, in any <b>Financial Institution / Scheduled Commercial Bank/ Insurance Co. in India over the past five years.</b></p> <p><i>[Supporting document – copies of the purchase orders/ client certificates/ CA certified self-declaration (only for projects having NDA clause) detailing project cost, duration and scope. Itemised/ individual costs may be masked, if bidder so desires]</i></p>																	
12	<p>Bidder should provide the details, as under, of <b>at least 03</b> customers for projects as referred at sr. no. 11 above.</p> <table border="1"> <thead> <tr> <th>Customer Name</th> <th>Contact Person (Name, designation, phone no. &amp; email id)</th> <th>Project Details (separate sheet may be attached, if required)</th> <th>Project duration (no. of years) &amp; No. of resources deployed.</th> </tr> </thead> <tbody> <tr> <td>i</td> <td></td> <td></td> <td></td> </tr> <tr> <td>ii</td> <td></td> <td></td> <td></td> </tr> <tr> <td>iii</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Customer Name	Contact Person (Name, designation, phone no. & email id)	Project Details (separate sheet may be attached, if required)	Project duration (no. of years) & No. of resources deployed.	i				ii				iii				
Customer Name	Contact Person (Name, designation, phone no. & email id)	Project Details (separate sheet may be attached, if required)	Project duration (no. of years) & No. of resources deployed.															
i																		
ii																		
iii																		
13	<p>The Bidder should not have been black-listed or faced legal action by any Public Sector Bank, FI, insurance company, Trust, RBI or IBA or any other Government agency as on date of this RfP.</p> <p><i>[Self-declaration/ certification to this effect should be submitted]</i></p>																	
14	<p>Bidder should have an office in Mumbai/ Navi Mumbai/ Thane to handle the project smoothly.</p>																	
15	<p>Bidder should attach Appendix to <b>Annexure-II. Service Delivery plan</b> with all relevant details as per <b>para 5.1(3)</b> and bio-data at least 03 resources proposed to be deployed for the project.</p>																	

Date \_\_\_\_\_ Signature of Authorised Signatory ...

Place \_\_\_\_\_ Name of the Authorised Signatory ...

\_\_\_\_\_ Designation ...

\_\_\_\_\_ Name of the Organisation ...

\_\_\_\_\_ Seal ...

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

### Annexure – III. Commercial Bid

(Rfp No.      dated      )

*[Amt in ₹]*

S. No	Service Type	Service Cost	Taxes & levies at prevailing rates	Total Cost of Services inclusive of taxes
		[a]	[b]	[a+b]
1	Data Analytics Services for CGTMSE			
2	<b>Total Cost of Ownership (TCO) of Services</b>			

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

- Price for all the components will be considered for evaluation of commercial bid.
- Masked commercial bids must be given with Minimum Eligibility Bid.
- Rate quoted for optional items must be valid throughout the contract period, including extended period, if any.

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

## **Annexure – IV.Declaration Regarding Clean Track Record**

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

Date:

The General Manager  
CGTMSE,  
1002-1003, 10<sup>th</sup> Floor, Naman Centre,  
Plot No. C-31, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai – 400 051**

Dear Sir,

**Data Analytics Services for CGTMSE**  
(Rfp No.      dated      )

I have carefully gone through the Terms & Conditions contained in the **RfP No. DA/02/2017-18 Dated September 23, 2017** regarding selection of the vendor for providing Data Analytics Services for CGTMSE as per SOW contained in the said RfP, to CGTMSE. We undertake that our company has not been debarred/ black listed by any Public Sector Bank, RBI, Insurance company, IBA or any other Government / Semi Government organizations in India, as on date of this RfP. We also undertake that we are not involved in any legal case that may affect the solvency/ existence of our firm or in any other way that may affect our capability to provide/ continue to provide the services to the Trust.

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

Thanking you,

Yours sincerely,

---

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

---

## Annexure – V.Statement of Deviations

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

(Rfp No.    dated    )

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

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

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

List of Deviations – RfP for Data Analytics Services for CGTMSE			
S. No.	Clarification point as stated in the tender document	Page / Section Number in RfP	Comment/ Suggestion/ Deviation
1.			
2.			

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

---

Date Signature of Authorised Signatory:

Place Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

---



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**Annexure –VI.Letter of Competence**

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

(Rfp No.    dated    )

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

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

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

Thanking you,

Yours sincerely,

---

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

---





**Annexure – VII. Power of Attorney**

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

(Rfp No.    dated    )

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 ‘Request for proposal No. RfP No.    dated    for ‘Data Analytics Services for CGTMSE’ and to attend meetings and hold discussions on behalf of the Company with CGTMSE in this regard.

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

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

For and on behalf of the Board of Directors of

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

WITNESS:

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

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

## **Annexure – VIII. Performance Bank Guarantee**

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

*(This is a sample format and final contents are subject to  
Verification before execution of the document)*

### **BANK GUARANTEE**

**Credit Guarantee Fund Trust for Micro and Small Enterprises**  
**1002-1003, 10<sup>th</sup> Floor, Naman Centre,**  
**Plot No. C-31, G Block**  
**Bandra Kurla Complex, Bandra (E)**  
**Mumbai - 400051**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), a Trust setup by Govt. of India and Small Industries Development Bank of India, and having its Office at 1002-1003, 10th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the CGTMSE ) having agreed to award a contract to M/s. <**Service Provider Name**> having its office at <**Service Provider's Office Address**>, (hereinafter called "the Service Provider") for "**Data Analytics Services for CGTMSE**" on the terms and conditions contained in the Purchase order No..... dated \_\_\_\_\_ placed with the Service Provider and CGTMSE (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank Guarantee for 10% of the contract value i.e. ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

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

1. We, do hereby unconditionally and irrevocably undertake to pay to CGTMSE, without any demur or protest, merely on receipt of a written demand in original before the close of Bank's business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from CGTMSE an amount not exceeding \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the CGTMSE regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to CGTMSE such sum not exceeding the said sum of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Data Analytics Services for CGTMSE**" 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.

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. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (Bank name, place) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of CGTMSE in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (Bank name & place) under this guarantee is restricted to a maximum total amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_).



- 
- 13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (Bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of Banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (Bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.
  - 14. Kindly return the original of this guarantee to (Bank name & address) \_\_\_\_\_ upon the earlier of (a) its discharge by payment of claims aggregating to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)”
  - 15. All claims under this guarantee will be made payable at (Bank name & address) \_\_\_\_\_ by way of DD payable at Mumbai

In witness whereof we ..... have set and subscribed our hand and seal this ..... day of ....., 2017.

SIGNED, SEALED AND DELIVERED.

BY

AT

- IN THE PRESENCE OF WITNESS :
- 1) Name.....  
Signature.....  
Designation.....
  - 2) Name.....  
Signature.....  
Designation.....

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

Date:

The General Manager  
 CGTMSE,  
 1002-1003, 10<sup>th</sup> Floor, Naman Centre,  
 Plot No. C-31, G Block  
 Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai – 400 051**

Dear Sir,

**Data Analytics Services for CGTMSE**  
 (Rfp No.      dated      )

We, the undersigned bidders, having read and examined 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-V** of the main RfP document and which are expressly clarified and agreed by the Trust and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Trust is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Trust's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

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

Thanking you,

Yours sincerely,

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

## Annexure – X.EMD / Performance Security Form

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

To: **Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)**  
**1002-1003, 10th Floor, Naman Centre, Plot No. C-31, G-Block,**  
**Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051**

WHEREAS ..... (Name of Vendor) (Hereinafter called the ‘the Vendor’) has undertaken, in pursuance of **Request for Proposal (RfP No. DA/02/2017-18 Dated September 23, 2017** for the **“Data Analytics Services for CGTMSE”** (description of Products and Services) (herein after called the ‘the RFP’) to you.

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

AND WHEREAS we ----- <Bank> having its registered office at ---- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ₹ -- ----- (₹ ----- 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 CGTMSE 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 ₹ --- ----- (Rupees ----- only) by reason of any breach of the terms of the RFP dated ----- by vendor. We hereby agree that the decision of CGTMSE regarding breach of the terms of the RFP shall be final, conclusive and binding on us.

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

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

- (i) any time or waiver granted to the vendor;
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
- (iii) any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
- (iv) any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;



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

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

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

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address .....

.....

.....

\*\*\*\*\*



## **Annexure – XI.Non-Disclosure Agreement**

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

WHEREAS, We, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute "**Data Analytics Services for CGTMSE**" as per scope defined in the **Request for Proposal (RfP No.DA/02/2017-18 Dated September 23, 2017** for Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), having its office at 1002-1003, 10th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the TRUST) and;

WHEREAS, the COMPANY understands that the information regarding the Trust's Infrastructure shared by the TRUST in their Request for Proposal is confidential and/or proprietary to the TRUST, and;

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

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

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

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

The COMPANY shall not, without the TRUST's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the TRUST in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the TRUST and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

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

**Annexure – XII. 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)		
<b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Trust. Please attach a cancelled cheque of your Bank for ensuring accuracy of the Bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE <sup>2</sup>	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 / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

---

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

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

Signature of the party / Authorized Signatory

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

Trust's stamp :

Date :

(Signature of the Authorized Official from the Bank)

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

**<sup>1,2</sup>: Note on IFSC / MICR**

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

## Annexure – XIII. Pre-contract Integrity Pact

(Rfp No.      dated      )

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

### 1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_\_ on ---- day of the month of -----, 2017 between Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), a Trust setup by Govt. of India (GOI) and Small Industries Development Bank of India (SIDBI), and having its Office at 1002-1003, 10th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the "BUYER"/ CGTMSE ), which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the "BIDDER/ Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to select the Seller for providing "**Data Analytics Services for CGTMSE**" 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 Trust set up by GOI and SIDBI.

NOW, THEREFORE,

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

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

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

### 2 Commitments of the BUYER

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

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

### **3 Commitments of BIDDERS**

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

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

regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

#### **4 Previous Transgression**

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

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

#### **5 Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount towards Earnest Money Deposit in the form, manner and validity as prescribed in the tender document.

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

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

#### **6 Sanctions for Violations**

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
  - iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing **Prime Lending Rate of State Bank of India**, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
  - vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
  - vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum **period of three years**, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Fall Clause**

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

## **8 Independent Monitors**

- 8.1 The BUYER may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.



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

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

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

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

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

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

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

#### **12 Validity**

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

13 The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_



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BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

CGTMSE

Witness

Witness

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

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

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

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



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**Appendix to Annexure-II.Resource Deployment and Service Delivery Plan**  
(Rfp No.    dated    )

End of RfP Document