Reference number: MBMA/PRIME(U-SHIL)/TSA-CRM/205/2025

Meghalaya Basin Management Agency Government of Meghalaya

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# 1. Notice inviting tender

# Meghalaya Basin Management Agency

#### Government of Meghalaya

Tender Reference Number: MBMA/PRIME(U-SHIL)/TSA-CRM/205/2025

Meghalaya Basin Management Agency, Government of Meghalaya invites bids for the Selection of an Agency for Development, Operations and Maintenance of a CRM platform and offline mobile application (Android & iOS) for PRIME Rural (PREF).

The closing date and time is 6<sup>th</sup> June 2025, 6:00 pm. For details, visit: <u>http://mbda.gov.in/</u> or <u>https://www.mbma.org.in/</u>

# 2. Document control sheet

SN	Particulars	Details	
1.	Document reference number	MBMA/PRIME(U-SHIL)TSA-CRM/205/2025	
2.	Date & time for the start of sale of e-tender	16/05/2025, 06:00 pm	
3.	<ul> <li>Date and time for submission of queries through email to liza.primermbma@gmail.com</li> <li>23/05/2025, 03:00 pm</li> </ul>		
4.	Date and time for pre-bid meeting	26/05/2025, 11:00 am	
5.	Date and time for submission of bids	06/06/2025, 05:00 pm	
6.	Date of opening of technical bids	07/06/2025, 11:00 am	
7.	. Date of opening of financial bids To be intimated later		
8.	Address for communication	Liza Kharpomtiah, C/o Meghalaya Basin Management Agency (MBMA) House No.L/A-56, Lower Nongrim Hills, Shillong, East Khasi Hills, Meghalaya.	
9.	Earnest Money Deposit (EMD) through online mode	Rs. 2,00,000/- in online mode	
10.	IO. Contact details PRIME, MBMA Mobile : +91 98622 00058 Email: liza.primermbma@gmail.com		
11.	. Website for tender reference <u>https://mbda.gov.in/</u> <u>https://www.mbma.org.in/</u>		
12.	Selection Method	Quality and Cost Based Selection (QCBS) (80:20)	

Note: All corrigendum / addendums / clarifications regarding this tender shall be posted on the above-mentioned websites only. No other communication or advertisement will be given.

# 3. Definitions

- 3.1. Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings:
  - 3.1.1. "Client" refers to Meghalaya Basin Management Agency, Government of Meghalaya
  - 3.1.2. "Bidder" means a firm / company / business entity who submits a bid in response to this tender.
  - 3.1.3. "Bid" means proposal submitted by bidders in response to this tender issued by the "Client" for selection of "Service Provider".
  - 3.1.4. "Committee" means the committee constituted by "Client" for evaluation of bids.
  - 3.1.5. "Similar work" means Development/ Operation & maintenance of Websites/ Web portals/ applications.
  - 3.1.6. "Service Provider" means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender, for providing services for Development, Operations and Maintenance of a CRM platform for PRIME Rural (PREF).
  - 3.1.7. "Solution" here refers to CRM Platform and offline mobile application (Android & iOS) for Prime Rural (PREF).
  - 3.1.8. "EMD" means "Earnest Money Deposit".
  - 3.1.9. "PBG" means "Performance Bank Guarantee".
  - 3.1.10. "Contract" refers to the contract entered between "Client" and the "Service Provider".
  - 3.1.11. "SLA" refers to "Service Level Agreement"
  - 3.1.12. "Day" refers to calendar day except mentioned otherwise.

# 4. Overview

# 4.1. Introduction

The PRIME Rural (PREF) seeks to invite proposals from qualified vendors for developing a custom CRM platform and offline mobile application (Android & iOS). This platform will support efficient data management, task allocation, and diagnostics for PREF Fellows and Associates across rural Meghalaya. Through this RFP, we aim to select a vendor with the technical capabilities, relevant experience, and expertise to design, develop, and deploy a robust CRM system and offline mobile application (Android & iOS).

# 4.2. Project Background

The PRIME Rural (PREF) is focused on empowering rural entrepreneurs by providing them with the necessary tools, resources, and support to grow and sustain their businesses. PREF Fellows and Associates, working across rural regions, face challenges with redundant data entry, lack of task transparency, and manual tracking of entrepreneurial progress. This solution will address these challenges by integrating diagnostics, data management, and task tracking into a single, centralized system.

# 4.3. Project Objectives

- 4.3.1. The objective of this project is to build a custom solution that will:
- 4.3.2. Streamline Data Management: Reduce redundancy and enable a single data entry point, which will be available across various modules.
- 4.3.3. Improve Task Management: Facilitate transparency in task assignments, tracking, and progress updates for Fellows and Associates.
- 4.3.4. Automate Entrepreneur Journey Tracking: Provide a structured, milestonebased tracking mechanism for entrepreneurs' journeys.
- 4.3.5. Support Growth: Equip entrepreneurs with necessary tools for business growth, such as financial literacy, marketing tools, logistics, upskilling, and funding resources.

# 5. Instructions to bidders

# 5.1. Bid evaluation process

- 5.1.1. The bid evaluation will be carried out in a three-stage process as under:
  - 5.1.1.1. Pre-qualification / eligibility evaluation
  - 5.1.1.2. Technical Evaluation
  - 5.1.1.3. Financial bids evaluation
- 5.1.2. During the process of evaluation of the bids, Client may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time frame given for submission of such clarification otherwise the Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

# 5.2. Eligibility / pre-qualification criteria

- 5.2.1. The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfill the given pre-qualification eligibility criteria shall be eligible for next round of evaluation i.e. Technical evaluation. Non-conforming bids will be rejected and will not be eligible for any further processing.
- 5.2.2. The eligibility criteria are given as below:-

S.No	Criteria	Documents required
1	The bidder should be either:	Certificate of Incorporation, GST
	A company registered under the Indian Companies	and PAN
	Act, 2013 / 1956	
	OR	
	A partnership firm registered under the Limited	
	Liability Partnerships (LLP) Act, 2008	
	OR	
	A partnership firm registered under the Indian	
	Partnership Act, 1932	
3	The bidder should not have been under ineligibility/	Self-Declaration by the applicant
	blacklisting / debarment on the date of bid	

	submission by any central government/ state government/ PSU.	
4	The bidder should have a minimum annual average	CA Certificate clearly certifying
	turnover of Rs. 6 crores from System	the turnover requirements along
	Implementation services in India in the last three	with the Audited Financial
	financial years FY 2021 - 22, FY 2022 -	Statements reports
	23 & FY 2023 - 24	
6	The bidder should have experience of successfully	Work Orders/ contract/
	completed/ongoing at least one "Similar Work" with	completion certificate
	the Centre Government / State Government / Semi-	
	Government / PSU/ large private entity of a	
	minimum value of Rs. 1 crores in last three financial	
	years FY 2021 – 22, FY 2022 – 23 & FY 2023-24.	
8	Bidder must have experience in implementing at	Work Orders/ contract/
	least one project related to Similar nature	completion certificate
9	Bidder must have atleast 20 full time employees on	HR Certificate/ Declaration by
	its payroll.	the authorized signatory
10	Certifications	Copy of valid certificate(s) as on
	ISO 27001/ISO 20000/ ISO 9001/ CMMI 3	the last date of submission

Note: All the above-mentioned documents have to be scanned and uploaded.

5.2.3. The compliance against the above criteria is to be submitted as per below format:-

SN	Particulars	Eligibility Criteria	Supporting Documents	Pg. No.	Compliance (Yes / No)

# 5.3. Technical evaluation criteria

5.3.1. The evaluation of the bidders will be carried out by the committee as per the technical evaluation criteria only for those bidders who qualify as per

the criteria mentioned in section **5.2. Eligibility / pre-qualification criteria**. Only the bidders who fulfill the given technical criteria shall be eligible for the financial bid opening.

SI	Criteria	Documents to be submitted	Maximum
		for verification	Marks
1	Organizational Financial Strength	CA Certificate clearly certifying	15
	The bidder should have annual average	the turnover requirements	
	turnover from system implementation in	along with the Audited Financial	
	India in the last three financial years FY	Statements reports	
	2021 - 22, FY 2022 - 23 & FY 2023 – 24 as		
	follows:		
	• Less than Rs. 10 Crore: 5 Marks		
	• More than or equal to Rs. 10 Crore but		
	less than Rs. 14 Crore: 10 Marks		
	• More than Rs. 14 crore: 15 Marks		
2	Experience with the Government	Work Orders/ contract/	20
	The bidder should have an experience of	completion certificate/ any other	
	successfully completed/ongoing "Similar	relevant document	
	Work" with the Centre Government / State		
	Government / Semi-Government / PSU/		
	large private entity during the last three		
	financial years FY 2021 – 22, FY 2022 – 23		
	& FY 2023-24 as per following details:		
	One similar work costing not less than the		
	amount equal to Rs. 1 crores.		
	OR		
	Two similar works each costing not less		
	than the amount equal to Rs. 75 lakhs each.		

#### 5.3.2. Technical Evaluation shall be done on the following basis:

SI	Criteria	Documents to be submitted	Maximum
		for verification	Marks
3	Past Experience	Work Orders/ contract/	15
	Number of successfully completed/ ongoing	completion certificate	
	projects related Similar technologies by the		
	bidder during the last five years (FY 2019 -		
	20, FY 2020 - 21, FY 2021 - 22 , FY 2022 -		
	23 & FY 2022 - 23) as per following details:		
	• 1 project :10 Marks		
	• 2 - 3 projects :12 Marks		
	• 4 or more projects :15 Marks		
4	Approach and Methodology	Approach and Methodology	30
	Approach and Methodology for	document along with the work	
	implementation of the project	plan	
5	Key Resource	• B.E./ B. Tech / MCA/ MBA	10
	Project Director	• Minimum 10 years of	
		working with state/ center	
		government/ large private	
		entity for implementation of	
		IT based Projects	
6	Technical Presentation	Technical Presentation	10
	Grand Total		100

Only those Bidders whose absolute technical score is 70 or more shall be considered by the Client for further evaluation i.e. Financial bid evaluation.

Note: No clarifications shall be sought from the bidders regarding any of the documents submitted as part of the Technical Bid. It shall be the sole responsibility of the bidder to submit the documents as mentioned in the above table.

# 5.4. Earnest Money Deposit (EMD)

- 5.4.1. The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 5.4.2. EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- 5.4.3. EMD of all unsuccessful bidders would be refunded by Client as promptly as possible after signing of the agreement with the successful bidder.
- 5.4.4. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- 5.4.5. The EMD will be forfeited on account of one or more of the following reasons:-
  - 5.4.5.1. Bidder withdraws its bid during the validity period specified in the tender.
  - 5.4.5.2. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
  - 5.4.5.3. In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
  - 5.4.5.4. If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

# 5.5. Clarification on tender document

5.5.1. The bidders requiring any clarification on the bid document may submit his queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

SN	Tender Clause No.	Pg. No.	Tender Clause detail	Amendment Sought / Suggestion	Justification

# 5.6. Preparation of bid

- 5.6.1. The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid (Incl. all forms/ annexures, declarations, documents for Pre-qualification and technical Evaluation criteria, any other document as mentioned in this tender and its subsequent corrigendum, if any) or submission of a proposal not substantially responsive to all the requirements of the bid shall be at bidder's own risk and may be liable for rejection.
- 5.6.2. Once the bid is submitted, it will be presumed that the bidder has seen and understood the complete Scope of Work.
- 5.6.3. The bid shall be submitted in the form of hard copy in a sealed envelop at the below mentioned address on or before, as mentioned in the data sheet: Liza Kharpomtiah, C/o Meghalaya Basin Management Agency (MBMA), House No.L/A-56, Lower Nongrim Hills, Shillong, East Khasi Hills, Meghalaya.
  - 5.6.3.1. The bid must be submitted in two separate sealed envelops.
    - a. Envelop 1: Technical Bid containing Earnest Money Deposit and documents mentioned in this RFP
    - b. Envelop 2: Financial Bid as per the section 10.3 of this RFP
- 5.6.4. The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 5.6.5. The bids submitted by a consortium of companies / firms or any subcontractors will be rejected.
- 5.6.6. All correspondences between the bidders and Client shall be written in the English language.
- 5.6.7. All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by Client based on this tender.
- 5.6.8. Failure to comply with the below requirements shall lead to the bid rejection.
  - 5.6.8.1. Comply with all requirements as set out within this tender.

- 5.6.8.2. Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
- 5.6.8.3. Submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

### 5.7. Deviations

5.7.1. Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that the pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

### 5.8. Validity of bids

- 5.8.1. Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. Client reserves the right to reject a proposal valid for a shorter period as non-responsive.
- 5.8.2. If required, Client may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.
- 5.8.3. Client reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- 5.8.4. Client may, at its own discretion, extend the date for submission of proposals.

#### 5.9. Amendment to the tender document

5.9.1. Amendments / corrigendums / addendums / clarifications necessitated due to any reasons, shall be made available on the website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be

the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.

- 5.9.2. To provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, Client, at its discretion, may extend the last date for the receipt of bids.
- 5.10. Bid Opening
  - 5.10.1. Client will constitute a committee to evaluate the bids submitted by bidders. No correspondence will be entertained outside the process of evaluation with the Committee.
  - 5.10.2. The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.
- 5.11. Financial bids format and evaluation
  - 5.11.1. Bidders shall be required to submit their financial bids as per the format given in **Annexure 10.3**.
  - 5.11.2. Financial bids would be opened for only those bidders, who qualify all the Technical Evaluation Criteria as mentioned in this document on the prescribed date in the presence of bidder's representatives, who may wish to be present.
  - 5.11.3. The bids will be evaluated on Quality and Cost Based Selection method (QCBS) basis with 80% weightage on technical score and 20% weightage on financial score. Calculation shall be done as follows:

5.11.3.1. Financial score shall be calculated as:

Financial score = 100 \* (financial proposal of lowest bidder / financial proposal of bidder under consideration )

5.11.3.2. Composite score shall be calculated as:

Composite score = (Technical score x 0.80) + (Financial score x 0.20)

Note: Technical score is the technical marks scored by the bidder in the technical bid.

- 5.11.3.3. The bidder whose Composite score is highest shall be ranked at first number (R1) and will be considered as the successful Bidder for signing of contract. The Bidder with the second highest composite score shall be considered as R2 bidder and so on.
- 5.11.3.4. If the R1 bidder is unable to provide the services in full or in part, the work order with the R1 bidder shall be canceled, the EMD and / or PBG of the R1 bidder shall be forfeited and the Client reserves the right to take appropriate action against the Service Provider. In such a case an offer will be given to the R2 bidder to provide the services at their prices or at the price quoted by the R1 bidder, whichever is lower, submit the PBG, sign the contract and become the new Service Provider. In the event R2 declines, R3 will be given the same option and so on.
- 5.11.4. In case the composite score of two or more bidders is the same, then the bidder having higher technical marks will be declared as the R1 bidder or the successful bidder. In case of a further tie between the technical scores, the bidder with the higher annual turnover for the Last Financial Year shall be declared as the R1 or the successful bidder.
- 5.11.5. Failure to abide by the tender conditions may result in forfeiture of EMD & PBG.
- 5.11.6. Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- 5.11.7. The bidders quoting zero or negative charges in the financial bid will be treated as non-responsive and their EMD shall be forfeited.
- 5.11.8. Errors & Rectification:
  - 5.11.8.1. If there is a discrepancy between words and figures of the cost, the amount in figures will prevail.
  - 5.11.8.2. If the bidder doesn't accept the correction of error(s) as specified, their bid will be rejected.

### 5.12. Disqualifications

- 5.12.1. Client may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:
  - 5.12.1.1. Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD of the bidder will be forfeited in such cases.
  - 5.12.1.2. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
  - 5.12.1.3. Failed to provide clarifications related thereto, when sought.
  - 5.12.1.4. Submitted more than one bid (directly / indirectly);
  - 5.12.1.5. Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or black-listed.
  - 5.12.1.6. Submitted a bid with price adjustment/variation provision.
  - 5.12.1.7. Documents are not submitted as specified in the tender document.
  - 5.12.1.8. Suppressed any details related to bid.
  - 5.12.1.9. Submitted incomplete information, subjective, conditional offers and partial offers submitted.
  - 5.12.1.10. Not submitted documents as mentioned in this tender.
  - 5.12.1.11. Submitted bid with lesser validity period.
  - 5.12.1.12. Any non-adherence/non-compliance to applicable tender content.
- 5.13. Issue of Letter of Intent (LoI)
  - 5.13.1. Client will issue a Letter of Intent (LoI) to notify the successful bidder in writing about acceptance of their bid. The LoI will constitute the formation of the contract after submission of PBG to Client as performance security by the successful bidder.

# 5.14. Performance security

- 5.14.1. The successful bidder shall furnish performance security to Client valuing 5% of the value of the concerned contract within 15 days of release of LoI in the form of NEFT / cheque / DD.
- 5.14.2. PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the contract. Whenever the contract is extended, the Service Provider will have to extend the validity of PBG proportionately.
- 5.14.3. In case the successful bidder fails to submit performance security within the time stipulated, Client at its discretion may cancel the award of contract to the successful bidder without giving any notice and the EMD of the concerned bidder will be forfeited.
- 5.14.4. The Service Provider will not be entitled for any interest on the performance security submitted.
- 5.14.5. Client shall forfeit the performance security in full or in part in the following cases:
  - 5.14.5.1. When the terms and conditions of contract are breached/ infringed.
  - 5.14.5.2. When the contract is being terminated due to non-performance of the Service Provider.
  - 5.14.5.3. The Clients incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

# 5.15. Signing of contract

5.15.1. The successful bidder will sign the contract with Client within 15 days of the issue of LoI. After signing of the contract, no variation in or modification of the term of the contract shall be made except by mutual written amendment signed by both the parties.

# 5.16. Fraud and corrupt / malpractices

5.16.1. All the bidders must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.

- 5.16.2. For this purpose, definitions of the terms are set forth as follows:
  - 5.16.2.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.
  - 5.16.2.2. Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.
  - 5.16.2.3. "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.
  - 5.16.2.4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- 5.16.3. Client will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- 5.16.4. Client will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

# 6. General Contract Conditions

# 6.1. Standards of performance

6.1.1. The Service Provider shall deliver the services and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as a faithful Service Provider to the Client. The Service Provider shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the tender in totality.

# 6.2. Confidentiality

- 6.2.1. Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Service Provider and/ or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
- 6.2.2. The Service Provider shall ensure that while providing services, all the details and information is kept confidential.
- 6.2.3. During the execution of the project except with the prior written consent of the Client, the Service Provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.
- 6.2.4. The Service Provider will maintain the confidentiality of any data stored on the computer systems of the end customer. The Service Provider will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Client has the right to take legal action against the firm.

# 6.3. Termination of contract for default

6.3.1. The Client or the Service Provider can terminate the contract in the event of default of terms and conditions of this tender or the subsequent contract by the other party by giving 2 months' written notice. In such a case, the provisions under the Exit Management clause shall apply.

### 6.4. Termination of contract for insolvency, dissolution etc.

6.4.1. The Client may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without 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 Client. In such a case, the provisions under the Exit Management clause shall apply.

#### 6.5. Termination for convenience

6.5.1. The Client reserves the right to terminate, by prior written 2 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In such a case, the provisions under the Exit Management clause shall apply.

#### 6.6. Force Majeure

- 6.6.1. The PBG of the Service Provider shall not be forfeited or the contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 6.6.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not

restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

6.6.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by Client in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

# 6.7. Resolution of disputes

- 6.7.1. If any dispute arises between parties, then these would be resolved in following way:
  - 6.7.1.1. Amicable Settlement: Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.
  - 6.7.1.2. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

# 6.8. Legal Jurisdiction

6.8.1. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Shillong, Meghalaya only.

#### 6.9. Amendment to the contract

6.9.1. The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

# 7. Scope of Work

The customized solution aims to serve as a scalable model adaptable to the unique requirements of various government projects, supporting streamlined workflows and data integration across government sectors. Designed for future scalability, this solution will be tailored to enhance incubation efforts and deliver targeted support to initiatives such as PRIME Urban and CM-Elevate, ultimately broadening its impact across diverse project needs.

The scope of work for this solution development includes the following:

# 7.1. Develop a CRM platform and an offline mobile application

- 7.1.1. The Service Provider shall be required to develop a customized solution as per the requirements of the Client for Managing, displaying, updating and information as required.
- 7.1.2. The Service Provider may be required to integrate this solution with any other system as may be required by the client.
- 7.1.3. As far as possible, the Service Provider must use open source and latest technologies to develop the solution.
- 7.1.4. The Client may ask for any type of customization in the software. The Service Provider may also be requested to provide APIs for interacting with this solution.
- 7.1.5. The Service Provider shall also provide an Offline first Data Collection application with Synchronization System. The application must support secure offline data capture, automatic/manual synchronisation, role-based access, conflict resolution, encryption and CRM integration.

# 7.2. Operation and Maintenance of Solution

7.2.1. The Operations and Maintenance phase for the solution shall begin post development and Go-Live of the same. For the new amendments / features, development shall be done by the Service Provider as per the requirement of the Client and cost for the same shall be included in the O&M cost only. The

changes as may be requested by the Client shall be done within 7 days of intimation by the Client. This timeline is subject to relaxation by the Client for valid justifications submitted in writing by the Service Provider.

- 7.2.2. The operations and maintenance may include, but are not limited to, bug-fixing, change requests addition of features / functionalities, data entry, supervision, performance reporting, calling and getting information / clarification from stakeholders, licenses, cloud hosting management, database management, optimum functioning of the solution and servers, improving / optimizing performance of the software, technical support, etc.
- 7.2.3. The Service Provider shall be required to cater the redesigning and amendment in the solution, as may be requested by the Client, at no extra cost.

# 7.3. Hosting of the Solution

- 7.3.1. The Service Provider shall provide the hostings over cloud environments (mandatorily from any of the MeitY empanelled Cloud Service Provider) adhering to all the guidelines regarding Cloud hosting as issued by Gol / GoP / MeitY from time to time. The Service Provider shall provide an undertaking or MAF from the MeitY empanelled CSP for the same.
- 7.3.2. In case of mobile application, the Service Provider shall provide hosting on the respective application stores.
- 7.3.3. The Service Provider shall be required to provide optimal hosting, which may include firewall, SSL, Routing, Subnets, Antivirus & Anti Malware, Anti DDoS Mitigation, Resource Utilization Monitoring (e.g., VM, Storage), Identity Access Management System with MFA for Cloud administration, Data Encryption at Rest, OS Patch Management System, Data Transfer In, Public IP Address, Cloud Management & Monitoring Dashboard, Cost and usage reporting, VPN connection, Load balancers, etc as per requirement / industry standards.
- 7.3.4. The Service Provider shall provide managed hosting services which shall include, but are not limited to, cloud resources management, patch management, security administration, support for third party audits, monitoring performance and service levels, data backup, provide regular reports to the Client, etc.

7.3.5. The Service Provider shall ensure a minimum of 99.5% software uptime measured monthly for availability on 24 \* 7 basis..

# 7.4. General

- 7.4.1. The Service Provider shall create & provide the implementation workflow to the client based upon the Use Case specified by the Client.
- 7.4.2. The Service Provider shall provide necessary and sufficient training to the Client at any time as may be requested by the Client to supervise application and related activities.
- 7.4.3. The Service Provider shall integrate the solution or any other services / facilities as per the requirement of the Client.
- 7.4.4. The solution must be updated to use the latest stable version of the technologies used for developing the solution.
- 7.4.5. Hosting of the application shall be the sole responsibility of the Service Provider as mentioned in this document. However, the Service Provider shall host / transfer the solution at State Data Center or any other infrastructure, if so requested by the Client, at no extra cost.
- 7.4.6. The solution shall be operational 24 \* 7.
- 7.4.7. The Service Provider shall ensure to provide the following admin level access to the Client at the time of Go-Live or whenever so requested by the Client.
  - Technical: This shall include, but not limited to databases, VMs, hosting, software, tools, etc.
  - Managerial: This shall include, but not limited to:
    - Database management module
    - Performance / Uptime / SLA Reports
    - > MIS reports

#### 7.4.8. Data Security

- The Service Provider shall adhere to the policies/acts / guidelines/ instructions / rules etc. issued by the Govt. of India / Govt. of Meghalaya from time to time on the data security & data protection.
- The production environment shall be hosted in production-grade servers isolated from the development/ staging environments.

- All the data shall be stored in the cloud data center. The data access to supervisors and administrators shall be through the platform user interface. The user interface shall be HTTPS enabled.
- 7.4.9. The Service Provider shall provide the security audit certificate of the complete solution from a CERT-In empanelled agency prior to Go-Live.

# 7.5. Others

#### 7.5.1. Functional Requirements

### a. Unified Data Collection and Collation

- Objective: Minimize data entry redundancy and maintain data consistency.
- Features:
  - Single-source data input with automatic distribution across departments.
  - Format customization as per department requirements.
  - Data validation to maintain integrity and minimize errors.

#### b. Visual Representations & Analytics

- Objective: Offer real-time visual tracking of project and diagnostic progress.
- Features:
  - Dashboard with dynamic visual tools (e.g., graphs, pie charts, bar charts).
  - Geographical data mapping for rural entrepreneur coverage.
  - o Customizable filters for personalized views per departmental needs.

#### c. Task Allocation and Tracking

- Objective: Centralize task assignments and track team progress transparently.
- Features:
  - $_{\odot}$  Task assignment capabilities, viewable by all team members.
  - Real-time updates, task status, and completion tracking.
  - Notifications and deadline alerts.

#### d. Entrepreneur Journey Tracking

- Objective: Track entrepreneur progress through key milestones.
- Features:
  - Automated journey tracking linked with diagnostic areas (e.g., financial literacy, product development).
  - Visual timelines displaying each entrepreneur's journey.
  - o Access for relevant stakeholders to monitor progress.

#### e. Learning Management System (LMS) Potential for Skill Development

- Objective: Offer a learning platform for entrepreneurs/learners across the State to build and refine skills.
- Features:
  - Access to skill-building resources such as free videos, tutorials, and training materials tailored to entrepreneurial needs.
  - Interactive learning modules and assessments to ensure knowledge retention and track learning progress.
  - Seamless integration with user profiles to recommend relevant training content and track individual learning journeys.

#### 7.5.2. Diagnostic Modules

- For Incubation and other aspects will get added in time The CRM platform must include modules to support diagnostics in the following areas:
- Financial Literacy
  - Tools for financial tracking, budgeting, cash flow, and unit pricing.
- Manufacturing
  - Supply chain management for raw materials, machinery monitoring, and workforce allocation.
- Product Development
  - Functionalities for product standardization, packaging, quality control, and design experimentation.
- Marketing

- Tools for cataloging, customer analysis, market linkage, and promotional marketing.
- Marketing Tools
  - Brand identity support including logo, labels, business cards, and brochures.
- Logistics
  - Logistics management, including packing solutions and transportation tracking.
- Upskilling
  - Resources for digital literacy, business planning, and design thinking.
- Infrastructure
  - Monitoring of built environments, water, and energy resources.
- Funding
  - Tools for pitch deck creation and funding scheme tracking.

# 7.6. Project Timelines & Deliverables

7.6.1. The Service Provider shall be responsible to adhere to the following timelines; however, the Client reserves the right to relax timelines and any of the penalties levied on the Service Provider on submission of the justified reasons by the Service Provider in writing:

SN	Activity	Deliverable	Timeline (in days)
1.	Issuance of work order/	-	Т
	LOA		
2.	Requirement gathering	Requirement and design document	<b>T1:</b> T + 60 days
	and designing		
3.	Development of the		<b>T2:</b> T1 + 60 days
	solution		
4.	Security Audit of the	Security Audit certificate	Prior to Go-Live
	solution as per Govt. of		
	India/MeitY guidelines		

SN	Activity	Deliverable	Timeline (in days)
5.	UAT & Go-Live of the	Sign-off of UAT report from the Client	<b>T3:</b> T2 + 15 days
	solution	and Go-Live report	
6.	Test entries/complaints	Submission of report for registration	<b>T4:</b> T3 + 5 days
	on the production	of at least 10 test entries/complaints	
	environment of the	on the solution after Go-Live to	
	complete solution after	ensure smooth functioning of the	
	Go-Live	solution in the production	
		environment.	
7.	Change request	Submission of change request	Within 7 days of
	(Modification in the	completion report and testing reports	intimation by the Client
	solution)	with screenshots (for applicable test	
		scenarios & cases)	
		Sign-off of UAT Report from the	
		client and Go-Live report	
8.	Operations and		T3 onwards till
	Maintenance		completion of the
			contract

# 7.7. Outsourcing / subletting

No part of the contract shall be outsourced by the Service Provider. Non-adherence to the same shall attract penal action against the Service Provider

# 7.8. Contract Period

This contract shall be valid for a period of 2 years initially from the date of signing of the contract. If the services of the Service Provider are found satisfactory, the contract may be extended on the same prices for an additional period of maximum 2 years (1 year at a time) by mutual consent on the same terms & conditions.

# 7.9. Exit Management

7.9.1. On expiry or premature termination of the contract, the Service Provider shall handover the solution, source code (except third party COTS - Commercial Off

The Shelf software), database backup/schema, creatives, designs, all admin/user credentials, documents, etc. to the Client.

- 7.9.2. The Service Provider shall ensure proper Knowledge Transfer of the solution to the Client in the form of documents as well as to the officials of the Client.
- 7.9.3. The handover shall be done within 90 days of expiry or premature termination of the contract.

# 7.10. Intellectual Property Rights

- 7.10.1. The work done by the Service Provider i.e. solution, source code (except third party COTS Commercial Off The Shelf software), database backup/schema, creatives, designs, documents, etc. shall be Intellectual Property of the Client.
- 7.10.2. The Service Provider will not have the right to use/reproduce the solution in whatsoever manner during or after the end of the contract.
- 7.10.3. Database is the exclusive property of Client and the same shall not be used/shared by Service Provider in any manner.

# 8. SLA and Penalties

SN	Activity	Target / Service Level	Penalty for delays beyond target level
1.	Submission of PBG	15 days from the issue of Lol	Rs. 200/- per day
2.	Signing of the contract and written submission regarding technical and management point of contact for the project	15 days from the issue of Lol	Rs. 200/- per day
3.	Implementation of the project as per the project timelines & deliverables	As mentioned in this document	Rs. 500/- per day per deliverable
4.	Support Services	As mentioned in this document	As mentioned in this document

# 8.1.1. The SLA and penalties shall be imposed on Service Provider are as under:

SN	Activity	Target / Service Level	Penalty for delays beyond target level
5.	Complete Solution Availability	As mentioned in this document	As mentioned in this document
6.	Submission of reports as may be required by the client along with the invoice	As mentioned in this document or as may be requested by the Client	Payment for the respective quarter will not be released.
7.	Hosting of solution as mentioned in this Tender document	-	Rs. 5,000/- per instance
9.	Security audit of complete solution from CERT-IN empanelled agencies	As mentioned in this document.	Rs. 500/- per day post Go-Live
10.	Complete knowledge transfer and handover of source code, database backup / schema, creatives, designs or any other material related to the project	Within 2 weeks of exit or as mentioned in this document	Rs. 1,000/- per day. The Service Provider may also be blacklisted if the delay is beyond one month.
11.	<ol> <li>Security incident</li> <li>Misuse of data</li> <li>Loss of data</li> <li>Adherence to the security compliances and guidelines issued by MeitY &amp; CERT-In</li> </ol>	The Service Provider shall ensure data security and there shall be no unauthorized usage of Government data in any manner without prior written permission from the Client	Rs. 10,000 per instance along with a letter of warning
12.	Ensure that updated admin access credentials of Cloud, Database, code repository, all dashboards etc. are	-	Rs. 5,000 per instance. Quarterly payments to be released only after verifying the admin access.

SN	Activity	Target / Service Level	Penalty for delays beyond target level	
	shared with the Client at all times			
13.	Training of users	Within a week of request from the Client (Max 2 Trainings per month).	Rs. 500/- per day	
14.	Request for Information, data, analytics reports /any other reports as may be required by the Client	Within 24 hours of request by the Client	Rs. 100/- per hour of delay	
15.	Submission of testing report along with screenshots for bug/issue	At the time of the resolution of the bug/issue	Rs. 100/- per hour of delay	

- 8.1.2. The maximum penalty shall be 10% of the monthly invoice value. After this limit is reached, a letter of warning shall be issued and the Client reserves the right to terminate the contract for default.
- 8.1.3. The penalty/timelines may be relaxed by the Client for justified reasons submitted in writing by the Service Provider.

# 8.2. Support Services

8.2.1. The criticality of the required services for solution including bug fixing, technical support, etc. is categorized under the four categories/priorities i.e. Critical, High, Medium, and Low. Each of the Support Category is associated with a respective response and resolution time as under:

Support Category	Criteria	Maximum Response Time	Maximum Resolution time		Penalty
Critical	The solution is unable to be used for normal business activities.	15 Minutes	1 Hour	Response Time > 15 Minutes OR Resolution Time > 1 Hour	Response time: 0.1% of the monthly invoice value for every 15 minutes of delay beyond the timelines. Resolution time: 0.5% of the monthly invoice value for every 1 hour of delay beyond the timelines.
High	There is a problem with a part of the solution, which impacts on Client's decision making. No viable workaround is available. There is a likelihood of	30 Minutes	2 Hours	Response Time > 30 Minutes OR Resolution Time > 2 Hour	Response time: 0.1% of the monthly invoice value for every 30 minutes of delay beyond the timelines. Resolution time: 0.5% of the monthly invoice value for every 2 hours of delay beyond the timelines.

Support Category	Criteria	Maximum Response Time	Maximum Resolution time	Penalty		
	financial loss					
Medium	The efficiency of users is being impacted but has a viable workaround.	4 Hours	12 Hours	Response Time > 4 Hours OR Resolution Time > 12 Hours	Response time: 0.05%of the monthly invoicevalue for every 4 hoursof delay beyond thetimelines.Resolutiontime:0.25% of the monthlyinvoice value for every12hoursbeyond the timelines.	
Low	A fault, which has no particular impact on Processing of normal business activities.	8 Hours	24 Hours	Response Time > 8 Hours OR Resolution Time > 24 hours	Response time: 0.05%of the monthly invoicevalue for every 8 hoursof delay beyond thetimelines.Resolutiontime:0.25% of the monthlyinvoice value for every24hoursofdelaybeyond the timelines.	

- 8.2.2. Support Services report shall be provided by the Service Provider on a monthly basis before the 7th of the next month w.r.t. priority wise, which indicates the number of issues resolved beyond the given timeline.
- 8.2.3. The Service Provider shall be responsible to provide 24\*7 incident resolution support as per the aforementioned table. Any delay in response or resolution shall be liable for penalty as per the table.

# 8.3. Solution Availability

- 8.3.1. % Monthly Availability = [Actual Uptime / Total No. of Hours in a Month] x 100
- 8.3.2. "Actual Uptime" means the aggregate number of hours in any month during which the complete solution is available for use (measured 24 x 7).
- 8.3.3. The below table shows the expected performance from the core services including performance criteria and service level agreements pertaining to the availability of services and activities required from the Service Provider during the operations of the complete solution.
- 8.3.4. Actual uptime shall be taken from the complete solution availability report submitted by the Service Provider using automated reporting tools.
- 8.3.5. The Service Provider shall take prior approval for scheduled downtime from the client in writing.

Software Uptime	Penalty
Actual Uptime >= 99.5%	No penalty shall be imposed
Actual Uptime >= 98.0% to <99.5%	2% of the quarterly invoice value of that particular payment quarter
Actual Uptime >=96.0% to <98.0%	5% of the quarterly invoice value of that particular payment quarter
Actual Uptime >= 95.0% to <96.0%	10% of the quarterly invoice value of that particular payment quarter
Actual Uptime < 95.0%	No payment shall be made for that quarter.

8.3.6. Penalties for non-adherence to timelines shall be as under:

Complete Solution Availability report (captured using automated tools) shall be submitted by the Service Provider to the Client on monthly basis before the 7th of the next month.

# 9. Payment terms

### 9.1. General

- 9.1.1. Payment to the Service Provider shall be made in Indian Rupees through account payee cheque / NEFT / RTGS as per actuals.
- 9.1.2. Payments shall be made on monthly basis and shall be subject to deductions of any amount for which the Service Provider is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.
- 9.1.3. The decision of the Client pertaining to the quality and quantity of works / services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Service Provider, the Client reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.
- 9.1.4. All taxes, duties and any statutory levies etc. payable by the Service Provider during the contract tenure shall be the sole responsibility of the Service Provider.
- 9.1.5. The payment against Goods not delivered and / or Services not rendered shall be withheld until the goods and / or services are delivered and verified by Client. Such deductions shall be separate from penalties and shall not be included in the penalty cap, if defined in the tender / contract.

# 9.2. Prices

- 9.2.1. The rates quoted in the financial bid shall be inclusive of all taxes. However, the taxes shall be paid as applicable from time to time.
- 9.2.2. The prices shall remain fixed for the complete contractual period. No price change request will be accepted after opening of the bids and during the validity of the contract.
- 9.2.3. In the financial bid format, the bidder must quote prices of all equipment. If the bidder fails to quote the price of any of the line items, then the bid of the concerned bidder shall be rejected.

# 10. Bid formats

[Note: Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the bid formats. These should not appear in the final bids to be submitted by the bidders]

# 10.1. Covering letter

Bid Reference No. : MBMA/PRIME(U-SHIL)/TSA-CRM/205/2025 [Bidders are required to submit the covering letter as given here on their letterhead]

То

Executive Director, PRIME, MBMA, Meghalaya

### Sub: Submission of bid for <Mention tender title>

#### Dear Sir,

- 1. We, the undersigned, have carefully examined the above referenced tender and submit our bid in full conformity with the said tender.
- 2. We have read all the provisions of tender & corrigendum and confirm that these are acceptable to us.
- 3. We further declare that additional conditions, deviations, if any, found in our bid shall not be given effect to.
- 4. We agree to abide by this bid, consisting of this letter and financial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender and any additional documents submitted, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 5. Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

- 6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- 7. We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not reimburse any expenses incurred by us in bidding.
- 8. We declare that this is our sole participation in this tender bid and we are not participating / co-participating through any of the other related parties or channels.
- 9. We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
- 10. EMD has been paid online and the details are as below:-

[Insert the details as applicable].

11. Our details have been filled below:-

SN	Particulars	Details
1.	Name of the bidder	
2.	Address with telephone numbers, email, etc	
3.	Date of incorporation and/or commencement of business	
4.	Registration Number	
5.	PAN Number	
6.	GST Registration Number	
7.	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
8.	Details of individuals who will serve as the point of contact/communication with the Client in case of the award of the contract. [The details must include Name, designation, postal address, e-mail address, phone numbers	

	(including mobile) etc.]	
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12. Details of Similar Works that are in progress or have been completed (Proofs attached) :-

SN	Name of the Service Contract	Name of the Client	Number of persons deployed	Value of Contract	Contract start date	Contract completion date

Signature

Full Name

In the capacity of

Duly authorized to sign Proposal for and on behalf of

Date.....

Place.....

# 10.2. Format for Undertaking

[On the letterhead of the organization]

No.

To,

Date:

Executive Director, PRIME, MBMA

Subject: Self Declaration of not being blacklisted, insolvent and convicted of any criminal offense.

Ref: Your Bid Ref. No.: <xxx> dated <xxx>

Dear Sir/ Madam,

We confirm that our company or firm, <Name\_of\_the\_company/firm>, is as on the date of submission of this bid: -

- A. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and has not been blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
- B. Has not ever been insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and has not been the subject of legal proceedings for any of the foregoing reasons.
- C. And our directors, partners and officers have not been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.

Yours Sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

# 10.3. Format for Financial Bid

Category 1: Development cost of solution (one-time)							
Main Head	Total Cost (in Rs. Excl GST)	Taxes (In Rs)	Total Cost (in Rs. Incl Taxes) (C)=(A+B)				
	(A)	(B)					
Development / enhancement cost for the solution							
Sub-Total 1 (In Figures)							
Sub-Total 1 (In Words)							

[On the letterhead of the organization]

	Category 2: O & M of Solution							
Main Head	Monthly Cost (in Rs. Excl GST) (A)	Taxes (In Rs) (B)	Total Cost ((A+B) * 24) (Rs. Incl. Taxes) (C)					
O & M charges including hosting charges								
Sub-Total 2 (Ii	• /							
Sub-Total 2 (I	n Words)							

Total (1(C) + 2(C)) (incl. taxes) (In figures):

Total (1(C) + 2(C)) (incl. taxes) (In Words): \_\_\_\_\_