



**THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
(A Government of India Enterprise)
NSIC Bhawan, Okhla Industrial Estate,
New Delhi-110020**

CORRIGENDUM – 03

Date: 01.03.2024

Amendments in the RFP Document.

Subject : RFP for Providing Digital Solutions to MSMEs

Ref: NSIC/HO/BD/DSF/114/DIGITAL MSME/2023-24/1, tender ID 2024_NSIC_185555_1 SCHEME.

NSIC Ltd has invited proposals from eligible bidders for RFP "Providing Digital Solutions to MSMEs". Pre-Bid meeting against the subject RFP was held on 19th February 2024 in hybrid mode. The Pre-bid queries submitted by the prospective bidders were deliberated and accordingly RFP have been amended.

In this regard, the bidders are requested to please refer **Amended RFP "Providing Digital Solutions to MSMEs" dated 01.03.2024.**

Please note that the outcome of the meeting is a part of the Amended RFP which has to be followed by all bidders irrespective of their participation in the pre bid discussion. Accordingly, the amended RFP shall be invariably binding on Bidders and should be given due consideration by the Bidders while they submit their bids.

All prospective bidders are advised to regularly visit the website www.nsic.co.in and <https://eprocure.gov.in/eprocure/app> for updates. All other documents, terms and conditions are remain same.

-sd-
Deputy General Manager (C&P)
NSIC Limited,
Okhla Industrial Estate,
New Delhi-110020

Attachments:-

(1) Amended RFP "Providing Digital Solutions to MSMEs" dated 01.03.2024.



RFP (AMENDED DATED: 01/03/24)

REQUEST FOR PROPOSAL

FOR

PROVIDING DIGITAL

SOLUTIONS TO MSMEs

TENDER NO. NSIC/HO/BD/DSF/114/DIGITAL MSME SCHEME/2023-24/1

Weblink for downloading RFP document

<https://etenders.gov.in/eprocure/app>

The National Small Industries Corporation Ltd.

NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020, India

www.nsic.co.in

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1. GLOSSARY OF TERMS

MSME	Micro, Small and Medium Enterprises
MoMSME	Ministry of Micro, Small and Medium Enterprises
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
FRS	Functional Requirement Specification
GST	Goods and Services Tax
ICT	Information and Communication Technology
IT	Information Technology
ITES	Information Technology Enabled Services
PBG	Performance Bank Guarantee
PMU	Project Management Unit
PSU	Public Sector Undertaking
QCBS	Quality & Cost Based Selection
RFP	Request for Proposal
CSP	Cloud Service Provider
Scheme	Digital MSME Scheme
SLA	Service Level Agreement
ATS	Annual Technical Support
OPMT	Onsite Project Management Team

2. DEFINITIONS

1. Definitions:

Unless the context otherwise requires, the following terms wherever used in this document have following meanings:

- (i) "Bidder" for the purpose of the Order means any eligible company or LLP or Consortia participating in a bidding process. Any "Bidder" from a country which shares a land border with India" will be eligible to submit Proposal only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Provisions/Restrictions as per Public Procurement Order no. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Deptt. of Expenditures will be applicable.
- (ii) "Beneficiary" means the MSMEs from PAN India availing the Digital Products and Services.
- (iii) "NSIC" means The National Small Industries Corporation Ltd. (A Govt. of India Enterprise under Ministry of Micro, Small & Medium Enterprises) having its registered office at NSIC Bhawan, Okhla Industrial Estate, New Delhi on behalf of Ministry of MSME.
- (iv) "MoMSME" means Ministry of Micro Small and Medium Enterprises, Government of India.
- (v) "Implementation agency" for Digital MSME Scheme means The National Small Industries Corporation Ltd. (A Govt. of India Enterprise under Ministry of Micro, Small & Medium Enterprises) having its registered office at NSIC Bhawan, Okhla Industrial Estate, New Delhi.
- (vi) "Applicable Law" means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guidelines, policy, or other governmental restrictions as may be in effect and any other instruments having the force of law in India as they may be issued and in force from time to time.
- (vii) "Government" means the Government of India.
- (viii) "BID SECURITY" also mentioned as Earnest Money Deposit (EMD) shall mean Account Payee Demand Draft, Banker's Cheque or Bank Guarantee from any of the Scheduled Commercial Banks or online payment in an acceptable form as defined in the RFP document.
- (ix) "PERFORMANCE SECURITY" shall mean Account Payee Demand Draft, Banker's Cheque or Bank Guarantee from any of the Scheduled Commercial Banks or payment online in an acceptable form as defined in the RFP document.
- (x) "Request for Proposal" "RFP" is the Request for Proposal for PROVIDING DIGITAL SOLUTIONS TO MSMEs under Digital MSME Scheme which will include all the pages of this document uploaded on e-Procurement portal, duly filled and signed Annexures / Performa where the context requires otherwise.
- (xi) "Officer-in-Charge" i.e. Senior General Manager (DSF), Head Office NSIC means the officer who holds the charge of that post in the National Small Industries Corporation Ltd., Okhla Industrial Estate, New Delhi-110020 during the currency of this RFP, to act on behalf of the Chairman of the NSIC Ltd.

3. BACKGROUND

Ministry of Micro, Small & Medium Enterprises (MoMSME) envision a vibrant MSME sector by promoting growth and development of the MSME Sector, including Khadi, Village and Coir Industries, in cooperation with concerned Ministries/Departments, State Governments and other Stakeholders, through providing support to existing enterprises and encouraging creation of new enterprises.

Over the last few decades, digital interventions have taken on a significant support role for business activities. In today changing environment, especially in the wake of challenges put forth by the COVID pandemic MSME of India need to realize that adapting digital tools can not only help them take advantage of the opportunity available, but would also pave the way to sustained growth.

Keeping the above in place, Government of India introduced “Digital MSME” Scheme for Promotion of Information and Communication Technology (ICT) in MSME Sector. Scheme has been conceived keeping in mind the diverse digital needs of the sector and to make maximum number of MSMEs digitally empowered. Under this scheme, large number of MSMEs are expected to be benefitted in terms of standardization of their business processes, improvement in delivery time, reduction in inventory carrying cost, improvement in productivity and quality of production, controlling cost & time, improved customer satisfaction etc. The scheme includes, inter alia, providing digital identity to the MSMEs, various software interventions, capacity building and making them e-commerce compatible. This Scheme is an important component of MSME Champions programme which has three other components, namely, MSME Sustainable (ZED), MSME Competitive (Lean) and MSME Innovative (Incubation, Design, IPR). It is aimed to be wrapped around these three schemes providing interoperability.

The objective of the Scheme is to bring in digitization and digitalization. It strives to make MSMEs digitally empowered and motivate them to adopt digital tools, applications and technologies in their production & business processes with a view to improve their competitiveness in domestic and global markets.

Benefits of joining the Scheme for MSMEs: -

MSME units will be given financial assistance/subsidy to cover cost of digital services taken. The limits are as follows: -

- i) Micro Enterprises: 80% of subscription cost.
- ii) Small Enterprises: 60% of subscription cost.
- iii) Medium Enterprises: 50% of subscription cost.

There will be an additional subsidy of 10% for the MSMEs owned by Women Entrepreneurs/NER/Himalayan/LWE/Island territories/Aspirational Districts/SC-ST Owned MSMEs. ZED and LEAN Certified MSMEs will be offered this scheme free of cost with 100% subsidy.

The scheme is proposed to be implemented till 31st March, 2026 for MSMEs opting the digital empowerment tool based on eligibility criteria. The targeted number of beneficiaries under this scheme are expected to be 75,000 nos.

For the successful implementation of the scheme, The National Small Industries Corporation (NSIC) Ltd has been nominated as Implementing Agency.

The National Small Industries Corporation (NSIC) Ltd, is an ISO 9001:2015 certified Government of India Enterprise under Ministry of Micro, Small and Medium Enterprises (MSME). NSIC has been working to promote, aid and foster the growth of micro, small and medium enterprises in the country. NSIC operates through countrywide network of offices and Technical Centres in the Country. In addition, NSIC has set up Training cum Incubation Centre managed by professional manpower. NSIC Ltd operates through countrywide network of its field office and Technical Service Centres & Training cum Incubation Centres. NSIC provides a package of services as per the needs of MSME sector.

4. CRITICAL DATES

Published Date	Date 09.02.2024
RFP Document Download Start Date	DATE 09.02.2024
Clarification Start Date and Time	Date 10.02.2024 Time 1100 Hours
Clarification End Date and Time	Date 16.02.2024 Time 1700 Hours
Date and Time of Pre-Bid Meeting	Date 19.02.2024 Time 1100 Hours
Time and Date of receipt of original documents for EMD as per the Instruction to the Bidders	On or Before Date 14.03.2024 Time 1700 Hours
Proposal Submission Start Date and Time	Date 08.03.2024 Time 0900 Hours
Proposal Submission End Date and Time	Date 14.03.2024 Time 1700 Hours
Time and date of online opening of Proposals	Date 15.03.2024 Time 1500 Hours

5. NOTICE INVITING PROPOSAL (NIP)

NSIC on behalf of Ministry of MSME invites Proposals from eligible Bidders under Single Stage Two Packet Bidding system for **‘Providing Digital Solutions to MSMEs’**.

Summary of RFP is as below; however, Bidders must carefully read and understand the complete RFP document: -

1.	RFP Number & Title	NSIC/HO/BD/DSF/114/DIGITAL MSME SCHEME/2023-24/1 RFP for Providing Digital Solutions to MSMEs
2.	Eligibility Criteria for Bidder	As defined under Instructions to Bidders
3.	Estimated beneficiaries under this RFP	75,000 nos. (Seventy-Five Thousand) for pan India (These numbers are estimated and actual will depend on the successful registration of beneficiaries. Hence, minimum number of beneficiaries under this RFP cannot be committed.)
4.	Address for submission of Proposal	Online submission on CPP Portal, however, original document towards EMD as applicable shall be submitted in office of DGM (C&P), NSIC, NSIC Bhawan, Okhla Indl. Estate, New Delhi - 110020. The Bidders are required to enrol themselves on CPP portal as per requirements of the portal, using a valid Digital Signature Certificate (DSC) and valid email address and upload the documents on CPP Portal. The instructions for submission of Proposal on CPP portal are available online under the weblink available at Home Page under the tab ‘Bidders Manual Kit’: https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page For any query/clarification regarding enrolment/participation on CPP portal, Bidder may send email to: copp-nic@nic.in For telephonic support from CPP portal, call their Helpdesk number +910120-4200462, +910120-4001002, +910120-4001005.
5.	Web link for details of RFP	RFP documents may be downloaded upto the date specified in critical date sheet from Web page: https://nsic.co.in/tender/Current-Tenders or https://eprocure.gov.in/eprocure/app or GeM portal

6.	Earnest Money Deposit (EMD)	Rs.9.70 Crore (Rs. Nine Crore Seventy lakhs). Details as specified under Instructions to Bidders.
7.	Exemption to MSEs from the payment of EMD	The exemption from paying EMD will be applicable as specified under Instructions to Bidders.
8.	Pre-Bid Meeting	<p>A Pre-bid meeting in hybrid mode will be held as per schedule specified in Critical Date Sheet.</p> <p>The venue / VC link of this meeting shall be declared on the NSIC website before the due date. The Bidders should visit NSIC website www.nsic.co.in before the due date for Pre-bid meeting for the information regarding venue.</p> <p>The Bidder or his authorised representative may attend the Pre-Bid meeting with valid authorisation as per Annexure - 3.</p>
9.	Clarifications	<p>In case of any clarification/queries in respect of this RFP, the same must be sent through email before the Pre-Bid meeting date and time as specified in Critical Date Sheet in the format at Annexure - 1. While sending query, the prospective Bidder should mention the respective RFP number and title in the subject of email. Queries must be sent to:-</p> <p>Deputy General Manager (Contract & Procurement)</p> <p>Email: eprocurement@nsic.co.in Ph.: 011-26926275</p> <p>Queries sent through any other mode or to any other email id (except above) may not be considered by NSIC</p> <p>NSIC will clarify the bidder's queries by uploading on CPP Portal along with amendment to RFP, if required.</p>
10.	Last Date of Submission of Proposal	Refer to Critical Date Sheet
11.	Schedule for Opening Technical Proposal	Refer to Critical Date Sheet

12.	Schedule for Opening Financial Bid	Schedule for opening Financial Bids shall be communicated later to technically qualifying Bidders.
13.	Delivery location & Payment	NSIC Head Office, Okhla, New Delhi and beneficiary locations. Payment as per payment terms.
14.	Validity Period of Contract	One year after the scheme validity period (Current scheme period I up-to March 31, 2026)
15.	Validity of Proposal	120 days from the date of opening the Bids.

Note:

1. The Proposal submitted without earnest money deposit or without valid proof for exemption, shall be summarily rejected.
2. Intending Bidders should have valid registration with appropriate authorities for statutory taxes / GST and with regulatory authorities as applicable. The selected bidder shall be solely and fully responsible for all compliance requirements of all concerned regulatory authorities. NSIC shall have no role in this regard and NSIC shall not entertain any claim whatsoever in this respect.
3. NSIC reserves the right to cancel / annul the RFP process at any stage before issuing the award letter without assigning any reason thereof.
4. Proposal not fulfilling the prescribed conditions or found incomplete in any respect shall be summarily rejected.
5. Canvassing, whether directly or indirectly in connection with RFP is strictly prohibited and the Proposal submitted by the Bidders who resort to canvassing will be liable to be summarily rejected.
6. Bidders may regularly visit the CPP portal/ NSIC website for any corrigendum/addendum, pre-bid meeting replies, updated information with respect to RFP and matter incidental thereto. No separate communication will be sent to individual bidders for the above matters. RFP as amended and uploaded on CPP Portal shall only be applicable.

6. INSTRUCTION TO BIDDERS FOR SUBMISSION OF PROPOSAL

The Bidder shall submit Proposal against this RFP in accordance with the instructions, as under:

1. GENERAL

Bidder should read the RFP document carefully and understand the requirement before submitting their Proposal.

2. LANGUAGE OF RFP

The proposal submitted by the bidder and all subsequent correspondence including documents relating to the RFP exchanged between the bidder and the NSIC, shall be written in English language provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

3. EARNEST MONEY DEPOSIT (EMD)

- a) The bidder shall submit EMD amount as specified in Notice Inviting Proposal herein before, only from Scheduled Commercial Banks, either in the form of Demand Draft/Banker's Cheque/Bank Guarantee in prescribed Format enclosed at **Annexure – 6** or through RTGS / NEFT in NSIC's bank account as per the details mentioned below:

Name of the Account Holder: The National Small Industries Corporation Ltd.,

Account No.: 000705054052

IFSC Code: ICIC0000007

Bank Name: ICICI Bank

Branch address: Connaught Place, New Delhi-110001.

- b) **Original Document of EMD:** Bidder shall ensure that EMD in acceptable forms i.e. Demand Draft/ Banker's cheque/ Bank Guarantee in original is submitted in a sealed envelope on or before due date & time of submission of Proposal to the NSIC office at:

Deputy General Manager (Contract & Procurement),

The National Small Industries Corporation Ltd.

NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020

- c) The sealed envelope for submitting stipulated original document should be superscribed with RFP title and RFP number and should bear the subject as EMD. It should enclose only the EMD document and no other document related to RFP.
- d) In case the EMD is submitted in the form of Bank Guarantee, it must be valid for 60 days beyond the validity period of the Proposal. If required, validity of bank guarantee shall be extended suitably by the bidder.

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- e) **Proof of EMD document:** Scanned copy of Demand Draft/ Banker's cheque/ UTR no. for the online payment made/ copy of EMD Bank Guarantee as per format at **Annexure - 6** or valid documentary evidence for exemption from EMD is to be uploaded along with the Proposal.
- f) Bidders registered as Micro and Small Enterprises (MSEs) as defined in Public Procurement Policy 2012 (as amended) issued by Ministry of Micro, Small and Medium Enterprises shall be exempted from the payment of EMD on submission of valid documentary proof. MSEs claiming exemption from EMD are required to submit **Bid Securing Declaration** in prescribed format as per **Annexure – 12** on bidder's letter head and signed by the authorized signatory with seal.
- g) The EMD will not carry any interest.
- h) The EMD shall be returned to the unsuccessful bidders within 30 days of the issuance of Vendor Selection Letter to the selected bidder. In case of selected bidder, the Earnest Money Deposit will be returned after submission of the Performance Security.
- i) EMD submitted by the bidder shall be forfeited, if the bidder:
- Withdraws or modify or impairs or derogates from the Proposal in any respect within the period of validity of its Proposal or
 - If it comes to notice that the information / documents furnished in its Proposal is false, misleading or forged; or
 - Fails to furnish requisite performance security within stipulated time.
- j) **Non-submission of EMD or non-delivery of Original EMD Document within the stipulated date and time will lead to summarily rejection of the Proposal.**

4. ELIGIBILITY CRITERIA

Bidders shall meet the following eligibility criteria and submit valid supporting documentary proof in support of their claim. The bidders considered technically qualified based on these criteria shall only be considered for opening of their Price Bid.

S. No.	Qualification Criteria	Details	Mandatory documentary evidence to be Submitted
1.	Existence	The bidder should be in existence for at least 5 years on the last date of submission of proposal. In case the bidder is consortia, lead member of consortia should be in existence for at least 5 years.	Certificate of Incorporation / Registration of Firms. In case of consortia, lead member shall submit Certificate of Incorporation / Registration of Firms
2.	Legal Entity	a) Bidder should be either registered as a Private/ Public Limited Company, under Indian Companies Act 1956 or 2013, Central/State PSU, Autonomous Institution or as a Partnership Firm registered under the Indian Partnership Act including Limited Liability Partnership under Limited Liability Partnerships Act, 2008 or a Consortium. b) The consortium is allowed upto maximum three members. The lead member will be required to submit the bid on behalf of the consortium. However, all the members of the consortium shall be jointly and severally responsible for complete execution of the work. c) All members of Consortium should be a Company registered under Companies Act, 1956 or 2013, or a Limited Liability Partnership registered under the Limited Liability Partnerships Act, 2008 or a Partnership firm registered under the Indian Partnership Act.	The bidder including all members of Consortium should submit the following documents 1. Certificate of incorporation/agreement 2. In case of Private Limited/ Public Limited, Memorandum and Articles of Association. 3. In case of Partnership firm, bidders are required to submit a copy of duly registered partnership deed along with Form-A issued by Registrar of Firm. 4. In addition to above, in case of LLP, bidders are required to submit proof of designated partners. 5. In case of Autonomous Institution, valid documentary proof of its constitution.

3.	Consortium Agreement (Only applicable for Consortium Members)	<p>Consortium Agreement</p> <ul style="list-style-type: none"> The Bid can only be submitted by Consortium Lead Member. The benefits available for MSEs under this RFP shall be available to the consortium if all the members of the consortium are MSEs. The Lead member/ Consortium member of one Consortium cannot be a member of another consortium which is also participating in this tender. 	<ul style="list-style-type: none"> The Lead Member of Consortium should furnish the duly notarized Consortium Agreement signed by authorized signatory of all the Consortium Members. The consortium agreement must be submitted clearly identifying the "Lead member". This authorization shall be evidenced by submitting with the bid an Authorization letter/Board Resolution signed by legally authorized signatories of all the members. Consortium agreement should clearly mention the roles and responsibilities of each member.
4.	Tax Registration	The Bidder (all members in case of consortium) should be Registered in India with the Tax Authorities.	<p>Bidder (all members in case of consortium) should furnish</p> <ul style="list-style-type: none"> Copy of PAN. Copy of GST Registration Certificate.
5.	Blacklisting	The bidder (all members in case of consortium) should not be blacklisted by any Central / State Government / Union Territories / Government Undertaking in India as on date of submission of proposal.	<p>The Bidder (all members in case of consortium) should furnish</p> <p>A self-certified undertaking on its company letterhead duly signed by the Authorized Signatory of the Bidder as per Annexure - 5.</p>
6.	Average Annual Turnover from similar works	<p>a) The Bidder / Consortium members jointly (in case of Consortium) shall have minimum average annual turnover of Rs.145 Crores in last three (3) financial years 2020-21, 2021-22 and 2022- 23.</p> <p>b) In case of consortium, Lead Member should have minimum 50% of the above average annual Turnover requirement.</p> <p>c) In case of consortium, each member should meet at least 25% of Turnover criteria.</p> <p>'Similar work' Implies projects related to IT/ICT for development /Supply and /or implementation of</p>	<p>Statutory Auditor's Certificate (including membership number and UDIN) mentioning year wise turnover from similar works supported by Audited financial statement for stated 3 financial years for the Bidder and all members of consortium (in case of consortium). (As per format at Annexure-9).</p>

		ERP/Software applications /Web portal/ Website /assessment tool.	
7.	Net Profit Earned	The Bidder (all members in case of consortium) should have a positive Net Profit (profit after tax) in each of the last three (3) financial years 2020-21, 2021-22 and 2022- 23.	Statutory Auditor's Certificate (including membership number and UDIN) mentioning year wise net profit supported by Audited financial statement for stated 3 financial years for the Bidder and all members of consortium (in case of consortium). (As per format at Annexure-9).
8 (a)	Past Experience from similar works	The bidder (Lead member in case of Consortium) must have at least Three years' experience as on 31 st March, 2023, of providing similar work to Central/State Government/ PSUs/ Nationalised Banks/ Reputed Organisations. 'Similar work' Implies projects related to IT/ICT for development /Supply and /or implementation of ERP/Software applications /Web portal/ Website /assessment tool.	Documentary evidence such as Work Order/PO/ Agreement along with Completion certificate from the client for completed projects. The bidder is required to provide the reference / contact details of the executed projects.
8. (b)	Past Experiences from similar works	The Bidder (consortium members jointly in case of Consortium) should have executed similar work in any Central/State Government/ PSUs/ Nationalised Banks/Reputed Organisations during the current financial year and last 7 financial years (i.e., 2016-17 to 2022-23) as per following: - Cumulative projects worth more than or equal to Rs. 575 Crore (inclusive of GST). Projects, where more than 50% of financial progress is achieved will also be considered for evaluation, provided bidder submit the required documentary evidence. Maximum 5 (Five) projects shall be considered for evaluation purpose. 'Similar work' Implies projects related to IT/ICT for development /Supply and /or implementation of	Documentary evidence such as Work Order/PO/ Agreement along with Completion certificate from the client for completed projects. The bidder is required to provide the reference / contact details of the executed projects. For ongoing projects with more than 50% of financial progress :-Running bill copy, 26AS statement showing tax deduction against each invoice, supporting GST return, CA certificate showing amount of work completed against the total project value along with satisfactory part completion certificate from client.

		ERP/Software applications /Web portal/ Website /assessment tool.	
9.	Accreditations	<p>The Bidder (Any member in case of consortium) should possess following valid certificates as on date of bid submission.</p> <ul style="list-style-type: none"> • CMMi Level- 3 issued by accredited bodies and • ISO 9001:2015 for Quality Management System issued by accredited agencies. 	<p>For CMMi: The Bidder should furnish Copy of valid Certificate verifiable from www.cmmiinstitute.com</p> <p>For ISO: The Bidder should furnish Copy of valid Certificate verifiable from www.iafcertsearch.org</p>

4.1 Document for Authorised Signatory of the Proposal

The Bidder shall enclose the authorisation letter in favour of signatory, under whose Digital Signature Certificate (DSC), the Proposal is being submitted, as per details below:

- If the bidder is a Partnership Firm or LLP, the Documents should be signed by all the designated partners of the firm/LLP with their stamp bearing full type written names and current addresses, in addition to Digital Signature. Alternatively, the Documents should be signed by the partner holding Power of Attorney for the firm on duly notarized non-judicial stamp paper of Rs.100/- with signatures of all the Partners, in addition to Digital Signature as per format at **Annexure - 14**.
- If the bidder is a Private/Public Limited Company, Central/State PSU, Autonomous Institution, the Documents shall be signed by a person duly authorized by Board Resolution passed by Board of Directors of the Company/ Corporation for signing the Documents, in addition to Digital Signature.
- In case of consortium, specific Power of Attorney in the name of representative of lead members who shall sign document/ agreement etc.

5. SUBMISSION OF PROPOSAL

The Proposal shall be uploaded in two separate covers:

- Cover I: Technical Proposal
- Cover II: Price Bid

Cover-I shall include all the documents mentioned at para 6 below. The participating bidder has to submit technical proposal as per RFP without any conditions, otherwise the offer shall be summarily rejected. No price details should be given or hinted at in the Technical Proposal. Proposal with such details shall be summarily rejected.

Cover-II shall contain only Price Bid in prescribed format. The participating bidder has to quote price as per RFP without any conditions otherwise the offer shall be summarily rejected. It is to be noted that the Cover-II shall contain only prices without any conditions i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever.

6. DOCUMENTS TO BE UPLOADED WITH TECHNICAL PROPOSAL UNDER COVER-I

The following documents shall be uploaded by the Bidder (including Consortium) along with the Proposal:

- (i) Copy of PAN.
- (ii) Copy of GST Registration Certificate.
- (iii) Consortium Agreement and Authorization letter/Board Resolution signed by legally authorized signatories of all the members. (Refer Sr.no. 4 (3) of eligibility criteria).
- (iv) Documents in support of purchase preference as per Sr.no 7.
- (v) Copy of the registration certificate issued by competent authority, in case of a bidder from a country which shares land border with India, (refer definition of bidder at 2.1 (i)).
- (vi) Bid Covering Letter as per **Annexure-2**.
- (vii) A self-certified undertaking on its company letterhead duly signed by the Authorized Signatory of the Bidder as per **Annexure – 5**.
- (viii) Valid Document in support for experience and past performance as per Sr. no 4 (8a & 8b) along with **Annexure-8**.
- (ix) Valid Document in support for Financial Criteria as per **Annexure - 9**.
- (x) List of Technical Resources as per **Annexure – 11**.
- (xi) EMD document as per clause 5(3) (e) (UTR no. if payment made online) or Bid Securing Declaration as per **Annexure - 12**, if applicable.
- (xii) Valid Documentary evidence in support of Bidder's Entity Structure as per Sr. no 4 (1), along with Bidder's Profile as per **Annexure - 13**.
- (xiii) Valid Documentary evidence in support of Authorised Signatory of the Proposal as per para 4.1.
- (xiv) Valid Document i.e. UDYAM Registration Certificate for claiming benefit under Public Procurement Policy 2012 as applicable.
- (xv) All pages of RFP Document duly signed and stamped by the bidder.

Complete Proposal to be uploaded with each page signed and stamped by the authorised signatory of the Bidder.

In case the Bidder fails to upload any of the documents specified above and corrigendum/addendum, if any, necessary for technical qualification, the Proposal shall be summarily rejected without any further reference/ notice.

7. PURCHASE PREFERENCE

- i. Purchase preference shall be applicable for MSEs as per PPP-MSE Order, 2012 (as amended) issued by MoMSME and its subsequent amendments if any.
- ii. Make in India preference shall be granted as per Order no P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by DPIIT and its subsequent amendments if any.
- iii. Any claimant to above i & ii shall indicate which preference they wish to opt for in their technical bid and submit documents/ certificate in support of the claim accordingly.

8. DEVIATIONS TO TENDER CLAUSES

Bidders are advised to submit their Proposal strictly based on the terms and conditions contained in the RFP documents and without any deviations. Conditional Proposals shall be summarily rejected.

9. VALIDITY OF PROPOSAL

Proposal submitted by Bidders shall remain valid for acceptance for a minimum period of 120 days from the date of opening. Validity of Proposal can be further extended with mutual consent between NSIC and Bidder.

10. EVALUATION & SELECTION OF THE VENDOR

The Bidder shall quote as the Financial Bid format. The financial bid of the bidder(s) found technically acceptable only shall be opened.

11. ADDENDUM/ CORRIGENDUM

Any addendum/ corrigendum issued shall form an integral part of the RFP document. There will not be any press notification on amendment/ corrigendum. The prospective tenderers are required to visit NSIC web site: <https://www.nsic.co.in/tender/Current-Tenders> and CPP Portal: <https://eprocure.gov.in/eprocure/app> on regular basis for any such amendments/ corrigendum to RFP document.

12. NON-DISCLOSURE OF INFORMATION

The participating bidders shall not disclose any details of their proposal to other bidders or indulge in any anti-competitive behaviour, cartelisation including price manipulation in violation of Competition Act, 2002, as amended from time to time.

13. PRICES, DUTIES, TAXES & OTHER CHARGES

- a) Bidder is required to quote price in the financial bid as per **Annexure-10** only. The bidder shall not alter or modify the tender document in any manner and shall fill only the required price information, otherwise, the Proposal will be summarily rejected.

- b) No variation in basic price taking place after the submission of Proposal shall be admissible.
- c) In case, two or more eligible bidders meeting the RFP requirements, are found to have identical highest total combined score (H1), then the bidder with higher technical score (T1) among such eligible bidders shall be selected.
- d) Conditions relating to price quoted anywhere in the cover-I of Proposal shall result in rejection of the Proposal.

14. ONE PROPOSAL PER BIDDER

In case a Bidder submits more than one Proposal till the last date of submission of Proposal, only one Proposal of latest time and date in the bidding process shall be considered.

15. PROJECT PROPOSAL COST

1. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/ presentations, preparation of proposal, in providing any additional information required by NSIC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
2. NSIC will not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

16. LATE BIDS

1. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
2. The bids submitted by e-mail / in physical etc. shall not be considered. No correspondence will be entertained on this matter.
3. NSIC reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

17. PROPOSAL ACCEPTANCE & REJECTION

NSIC reserves the right to reject any Proposal including the lowest bid received and/or annul the bidding process at any stage without assigning any reason, whatsoever.

The participation by the bidder in RFP shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the RFP.

18. RIGHT TO TERMINATE THE PROCESS

1. NSIC may terminate the RFP process at any time and without assigning any reason. NSIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by NSIC. The bidder's participation in this process may result NSIC selecting the bidder to engage towards execution of the contract.

7. SCOPE OF WORK

The National Small Industries Corporation Ltd being the implementing agency wishes to engage service agency for: -

- i) Developing a Digital MSME Portal for implementation of the scheme.
- ii) Providing ERP Suites to take care of the diverse requirement of the MSME.
- iii) Provisioning of a website for the MSMEs.
- iv) Providing customer care cell, for supporting the MSMEs with seamless adoption of the various components of the Scheme on a sustained basis.
- v) Providing handholding and training support to ensure effective utilization of digital tools provided.

As envisaged in the scheme, the expected MSME will be 75,000 nos. PAN India. The number of MSMEs to be served would be added in staggered manner. Having said that, NSIC does not guarantee any minimum number of MSMEs to be served under this RFP/ Contract. The scheme is valid upto 31-03-2026.

The ERP Suite & website will purely be demand driven as per need of the MSMEs and have to be offered bundled/unbundled as and when required.

I. Development of Digital MSME Scheme Portal along with diagnostic tool (in 13 Indian Language's):

A Portal shall be developed as the nodal website for implementation of the project, for providing of various components/services to the MSMEs. The portal will display the diagnostic tools, website/ App, ERP Suite, Features, Subscriptions, Service Levels, etc. Maintenance and related aspects shall be taken care by bidder.

The portal shall be provided in following 13 Indian languages (in addition to English):

(1) Assamese, (2) Bengali, (3) Gujarati, (4) Hindi, (5) Kannada, (6) Kashmiri, (7) Malayalam, (8) Marathi, (9) Oriya, (10) Punjabi, (11) Tamil, (12) Telugu, (13) Urdu.

Scheme content in English will be provided to the bidder.

The Portal shall have the following provisions: -

- a. The portal will be designed for easy access of information on all the platforms such as desktop and mobile.
- b. The portal will indicate a dashboard showing real-time data of uptake of the Scheme as well as its overall implementation.
- c. The Portal will be open to access data and hosting information & documents to facilitate easy access to information for customers and bidder should ensure that there is no service provider lock situation.

- d. Integration of service and interoperability of platforms e.g. Udyam Registration, Payment Gateway and other sub scheme of MSME Champions scheme etc. would be mandated to facilitate integrated and interoperable service delivery to the MSMEs.
- e. Digital MSME Portal shall be developed as the nodal website for implementation of the MSME Digital Scheme, for providing various components/services to the MSMEs. The portal will display the details and list of Services along with their services charges, features/ specifications, service levels etc.
- f. The MSMEs will be offered a diagnostic tool, to assess the digital requirements and gaps.
- g. The Digital Diagnostic tool will be designed to assess the current digital technology state, and to understand the requirement of the participating MSMEs, identifying areas of weakness, and improvement areas to be addressed etc. The diagnostic tool generates a prioritised plan of action for dealing with the most important issues/gaps with respect to the digital solution being offered in the scheme.
- h. The Scheme Portal should have AI Chatbot / WhatsApp bot to address the queries & feedbacks.

II. Providing digital solutions to MSMEs: -

The Digital Solutions to MSMEs will have 3 different plans (**Bronze, Silver & Gold**) with different level of features to suit the need of the MSMEs. The Digital Solutions to MSMEs will be provided through subscription model as given below:-

Subscription Level	Bronze	Silver	Gold
Offering	<ul style="list-style-type: none"> • All the required MSME ERP Module for the MSMEs. • Up to 3 User with unlimited access • 1 No of Subsidiary is available • Customer care assistance • Online Trouble shooting technical support. • Training of the systems & support till initial 2 months • Marketing support in propagation of MSMEs services • Additional user per license (i.e., Above 3 users) on chargeable basis. • Creation and hosting of website of subscriber with unmetered bandwidth, 30 GB storage, and 5 databases. 	<ul style="list-style-type: none"> • All the required MSME ERP Module for the MSMEs • Up to 5 User with unlimited access • 2 No of Subsidiary is available • Customer care assistance • Online Trouble shooting technical support. • Training of the systems & support till initial 2 months • Marketing support in propagation of MSMEs services • 1 onsite Assistance • Additional user per license (i.e., Above 5 users) on chargeable basis. • Creation and hosting of website of subscriber with unmetered bandwidth, 100 GB storage, and 10 databases. 	<ul style="list-style-type: none"> • All the required MSME ERP Module for the MSMEs. • Up to 10 User with unlimited access • 5 No of Subsidiary is available • Customer care assistance • Online Trouble shooting technical support. • Training of the systems & support till initial 2 months • Marketing support in propagation of MSMEs services; two activities of SMS and Email propagation in a month • 3 onsite Assistance • Additional user per license (i.e., Above 10 users) on chargeable basis. • Creation and hosting of website of subscriber with unmetered bandwidth, 500 GB storage, and 25 databases.
<ul style="list-style-type: none"> • These offering would keep on evolving with change in technology/demand/requirements. 			

Note: The number of users will be limited to 3/5/10 for Bronze/Silver/Gold, irrespective of the number of subsidiaries where the user license is being utilised. The upper limit of number of subsidiaries will be 1/2/5 for Bronze/Silver/Gold, in line with the scheme guidelines.

A. ENTERPRISE RESOURCE PLANNING (ERP) SUITES: Providing cloud based Enterprise Resource Planning (ERP) Suite to take care of the diverse requirements of the MSMEs viz. Purchase Management, Sales & Marketing Management, Finance & Accounting Management, Inventory Management, Customer Relationship Management (CRM), Human Resources Management System, Production Management. The cloud-based solution should be responsive and adaptive.

MAIN COMPONENTS OF THE ERP SUITE

- 1. Purchase Management:** This module deals with Supply chain Management that is purchase of materials needed for production of the finished goods. Purchase module is required when goods and services are procured and customer want to keep track of what have been ordered from vendors and when the goods should be delivered to customer door, so that MSME can make the stuff or ship the stuff to their customers. This includes vendors, order processing, approvals, planning, costing, and many more.
- 2. Sales & Marketing Management:** All the sales in a company are carried out through this module. This module especially designed for the companies that want to track customer orders and determine when the items can be promised to be delivered to the customer. This area covers customers, order processing, expected delivery, order promises, sales returns, pricing, contacts, marketing campaigns, and many more.
- 3. Finance & Accounting Management:** This module deals with all the Financial Transaction that can be carried out in a company. The functionalities include, but are not limited to, G/L budgeting, financial reporting, cash management, receivables and payables, fixed assets, VAT and tax reporting, intercompany transactions, cost accounting, consolidation, multicurrency, intrastate, statutory compliances, and more.
- 4. Inventory Management:** Store details are tracked over in this module. Material inward acceptance and Material issues according to work order are done here. In Warehouse area, inventory, shipping and receiving, locations, warehouse bin contents, picking, put-aways, assembly, and many more are found.
- 5. Customer Relationship Management (CRM):** Managing customers and leads is another crucial facet among the components of ERP. Without them, business can't survive. A CRM tool stores and tracks generated customer and lead data, help in developing insights for sales and marketing improvements. This component interacts with the customers using data analysis to study large amount of information. They target the audience and observe what is beneficial for them. The component gathers customer data from multiple channels. Hence, CRM stores detailed information on overall purchase history, personal info, and even

purchasing behavior patterns. The benefit it gains is by keeping a track on the customer's buyer history and suggesting additional purchases.

- 6. Human Resources Management System:** This module handles all the HR activities in an organization. HR module involves basic employee tracking. It allows in managing employees, absences, and many more. This component is responsible for automated payments to employees, Pay-roll and Compensation benefits Management, calculation and payment of income taxes, Performance Management, generating performance reports, attendance tracking, promotions, deciding working hours and holiday hours of the staff.
- 7. Production Management:** This module handles with planning of material production in a company. The Planning team will be producing the finished goods considering the customer requirement and Production forecast. The production works in a company are also carried out in this module. Production module includes product design, bills of materials, routing, capacities, forecast, production planning, production order, costing, subcontracting, and many more. Job module designed for companies that deal with long and drawn-out projects. Within this job area, projects are created, phases and tasks, planning, time sheets, work in process, etc.

Module	Sub Module	Feature
Purchase Management	Vendor Management	<ul style="list-style-type: none"> • Centralize purchasing processes by managing detailed data. • Synchronizing and managing Vendor contacts. • Synchronizing and managing Vendor multiple address. • Synchronizing and managing Vendor Tax details. • A user-friendly interface. • View account balance and purchase analyses. • Maintaining detailed item purchasing information with price lists. • Process accounts payable invoices, cancellations. • Credit memos with a Purchase order reference. • Approval for full Purchase process. • Design detailed reports on all aspects of the Purchase process. • Design the layouts of the Purchase process transactions.
	Purchase Request	
	Purchase Quotation	
	Purchase Order	
	A/P Down Payment Request	
	GRPO	
	A/P Invoice	
	Freight Transaction	
	Landed Cost	
	A/P Credit Note	
Sales & Marketing Management	Customer Management	<ul style="list-style-type: none"> • Store all critical customer data in one place. • Synchronizing and managing customer contacts. • Synchronizing and managing customer multiple
	Sales Quotation	

	Sales Order	address.
	Supply chain management	<ul style="list-style-type: none"> • Synchronizing and managing customer Tax details. • A user-friendly interface. • Maintaining detailed item Sales information with price lists.
	Marketing	<ul style="list-style-type: none"> • Process accounts Receivable invoices, cancellations. • Credit memos with a Sales Invoice reference. • Approval for full Sales process. • Design detailed reports on all aspects of the Sales process • Design the layouts of the Sales process Transactions. • E-invoice resolves and plugs a major gap in data reconciliation under GST. • E-way bill is a mechanism to ensure that goods being transported comply with the GST Law and is an effective tool to track movement of goods and check tax evasion.
Finance & Accounting Management	G/L Account Management	<ul style="list-style-type: none"> • Automate the handling of all key accounting processes. • Preparation of financial statements.
	Journal Entry	<ul style="list-style-type: none"> • Fixed assets management. • Quarterly and annual compilation of accounts • Direct and Indirect Taxation
	Journal Vouchers	<ul style="list-style-type: none"> • Cost center and budgetary control.
	Cost Center Management	<ul style="list-style-type: none"> • Account receivable management. • Account payable management.
	Budgetary control	<ul style="list-style-type: none"> • Standard reports from real-time data. • Fast audit review process.
	Incoming Payments	<ul style="list-style-type: none"> • Real time Cost and profit detail management. • Bank reconciliations.
	Payment Means for incoming	<ul style="list-style-type: none"> • Liquidity management • House bank management.
	Deposit	<ul style="list-style-type: none"> • Bank statement management. • Cheque management.
	Outgoing Payments	<ul style="list-style-type: none"> • Cash flow management. • Deposit management.
	Payment Means for Outgoing	<ul style="list-style-type: none"> • Credit Card management. Opening GL account balances. • Opening Customer account balances. • Opening Vendor account balances. • Opening Inventory account balances.
	Manual Reconciliation	<ul style="list-style-type: none"> • Open Sales Orders. • Open Purchase Orders.
	BP Reconciliations	<ul style="list-style-type: none"> • Open Sale/Purchase Invoices.
	Opening Balance	
Customer Relationship Management (CRM)	Account/ Lead Management	<ul style="list-style-type: none"> • Lead management. • Activity management w.r.t. Account.
	Activity	<ul style="list-style-type: none"> • Stages management.
	Opportunity	<ul style="list-style-type: none"> • Opportunity closing as per the percent. • Competitors wise opportunity management. • Won and lost reason management.

Inventory Management	Item Management	<ul style="list-style-type: none"> • Item management for Raw Material, WIP, Finished Goods with detail information. • Preferred vendor assignment. • Batch/Serial management with expiry and manufacturer detail. • Product active and inactive detail. • Run time consumption detail. • Live Stock status as per warehouse. • Standard reports from real-time data.
	Inventory Transfer	
	Good issue	
	Good Receipt	
	Stock Management	
	Serial Inventory Transaction	
	Batch Inventory Transaction	
Human Resource Management System (HRMS)	Employee Database	Employee basic details/ profile management and creating of new employee database
	Employee Login	Feature to block unblock employee login with employee portal
	Employee Document Management	Feature to attach employee Documents
	Create Org structure	Facility is required to create Complete Organization structure
	Access management	Role based user access management is required to create role as hr and employee etc.
	Shift Management	Depending on MSME shift timings facility is required to configure the shift
	Holiday Calendar	Feature is required to create a Holiday calendar respective to the MSME
	Manage attendance	Shift wise attendance in and out management will be required
	Overtime & Comp-off	Feature may be required to calculate Overtime on the basis of punch time and/or working on week off, holidays etc.
	Manage Leaves	System should have feature to create and manage leave policy for individual MSME organization.
	Salary structure definition	Each MSME will have different salary structure, system should have the feature to define salary structure
	Process Salary	Provision will be required for processing the salary based on defined salary structure.
	Reimbursements	Feature may be required for providing some additional reimbursement
	Income tax, Investment Declaration	Income tax and investment declarations can be done
Statutory compliance - PF/EFI/LWS/PT	PF/Gratuity/EFI/LWS/PT statutory compliances will be required as per the government norms	

	F&F Settlements	Facility will be required to settle the full and final with employees.
	Employees self service	Leave application / approval, Pay slip, PF Slip, alerts for approvals, Project Progress & Monitoring, Project Cost over-run, Project time over-run, reports, form 16 etc.
Production Management	Production	<ul style="list-style-type: none"> • Production and material Planning • Production Operations • Dealer Management • Offloaded Operations • Product design • Bills of materials • Production order & costing • Subcontracting etc.

Note:

- i. The ERP being offered should cover the above-mentioned broad key activities / should have the provision but not limited to above requirements only.
- ii. Provision should be made for MIS for all components, dashboard, dynamic reporting, customized reports and drill-down reports in consultation with NSIC.
- iii. The bidder shall be responsible for providing all IT Infrastructure including storage & hosting of the Scheme portal, Diagnostic tool, ERP Suite for MSMEs and MSMEs websites and/or Mobile Applications etc. in compliance to MeitY (Government of India) guidelines. Bidder shall also be responsible for Data Recovery Centre (DRC) on cloud at its own cost. The DC and DRC should be hosted on Tier 3 certified MeitY empanelled data centre.
- iv. DC & DRC shall be in synchronous and Active Mode - Passive Mode shall work for each other as backup.
- v. The ERP suite should have provision to add no. of licenses anytime as per the need and also provision to offer varied modules as per need of the MSME.
- vi. All standard compliance reports related to MSME sector should be available.
- vii. ERP Suite should be ready with major statutory and compliance platforms i.e., GST, Income Tax etc.
The ERP Suite provided by the service agency will be the property of Ministry of MSME which includes intellectual property rights (IPR) along with a source code of all the software/ applications / scheme portal etc., developed under the scope of this RFP. The service agency shall transfer all the licenses of any proprietary tool / software under this project to NSIC/Ministry of MSME. The service agency shall not be authorised to use this code in any manner either for its internal use or for selling purpose and shall be governed under extant laws including but not limited to Information Technology Act 2000 and Copyright Act, 1957 from the date of the release of the work order by NSIC.
- viii. ERP to be integrated with AI Chatbot / WhatsApp bot to simplify the user journey.

- ix. MSMEs can choose the various requisite components of the ERP suite as a whole or in unbundled format as per the requirement, and can also upgrade and downgrade subscription plans at the time of renewal

B. Development of Website & Mobile App for the MSMEs: The bidder will be responsible for developing mobile friendly website(s) along with Mobile App(s) as per need and requirement of each MSME. Considering this, designing of the MSMEs website would be one of the important components of the Project and it would include, but not limited to, the following component:

- a. Creation of Domain Name.
- b. Hosting & Maintenance.
- c. Web page designing and customization.
- d. Provision of Digital/Cloud space.
- e. Ensuring data confidentiality and information protection against cyber breach and its misuse.

The collection of information for website would be carried out through a user-friendly set of queries which would subsequently get populated in a pre-designed template further resulting into the creation of a web page. While developing the website, focus would be given to the following:

- i. Overall structure would be designed in such a way to make it simple and user friendly and only minimum and necessary information would be collected.
- ii. Website should have feature to integrate with major social media platforms.
- iii. Website should support major latest web and mobile browsers.
- iv. User friendly content management system to update information related to their businesses.
- v. The website & Mobile App updation, cloud management etc will be part of subscription.
- vi. Providing technical support for creation and maintenance.
- vii. The option for choosing only basic domain name will be given to MSMEs.
- viii. Mobile App should be compatible with IOS and Android.

III. Provision of Customer Care Helpline Centre: Setting up of Omnichannel customer care helpline/call centre through voice call, phone, email, or chat support for handholding and support for the MSMEs with seamless adoption of the all components / deliverables of the Scheme on a sustained basis.

Call centre specifications: -

- a) Receive in bound voice calls for MSMEs seeking enquiry/ assistance about the scheme and digital empowerment tools.
- b) All incoming calls should be routed through IVR.
- c) Tracking of all incoming calls with date and time related to scheme.
- d) Minimum Number of seats in the call centre will be 10 and may increase number of seats, based on the load during the day time.

- e) Recording of entries conversation.
- f) To ensure that not less than 90% of calls requesting to speak with an agent are attended to within 30 seconds.
- g) Repeat calls should not be more than 10% of the call received.
- h) Interactive Voice Response (IVRs) response-based system to access MSMEs satisfaction with a response provided by the Customer Care Agent.
 - i) How happy are you with the customer service representative you spoke to?
 - ii) The IVR system should prompt customer to rate the CCA on a scale of 1 to 10 and respective ratings must be mapped in the system.
 - iii) Provision must be available for IVR based customer satisfaction audit. The reports of the same would have to be generated periodically as per NSIC Requirement.
 - iv) Provision must be available to register suggestion and complaints.
- i) Report Generation/ MIS report.
 - i) Generate daily, weekly, monthly web based interactive Business intelligence report.
 - ii) Recording 100% inbound calls for audit trials for 6 months and retrieving and making available the data as and when required by NSIC.
- j) Multilingual language's arrangements in 13 languages (in addition to English) as per requirement shall be made as the scheme will operate for all over India.
- k) It must be ensured that the call centre facility engaged to undertake this assignment does not disclose any data, contact information and the responses collected through outbound calling to any third party in any manner whatsoever.
- l) The queries / complaints needs to be resolved within 24 working hours which shall be considered as the deliverables of the Customer Care Helpline Centre.
- m) Operation of the Customer Care Helpline Centre will be 6 days in a week from 10 AM to 10 PM. The location of the call centre will be finalised by the bidder.
- n) The call centre shall commence from the date of launch of scheme portal and diagnostic tool and shall operate upto the end of scheme period.
- o) All the cost related to operations of call centre will be borne by the service provider.

IV. Training: Providing training to ensure that the MSMEs are well versed with the interventions of the programme and the technological gaps are plugged.

- a. The handholding support would be provided as per different plans mentioned above "Providing digital solutions to MSMEs" which may include, the feeding of old data into the system, making it useable.
- b. Various E-Learning and E-Training modules would also be made available to the MSMEs through the portal, which will enable them to be equipped with knowledge and usage of software, website and other related data to be used including the process to be followed. These modules would be essentially developed for facilitating the optimum utilization of the project and its components/services.

V. IT Infrastructure:

- a) The bidder shall be responsible for providing all IT Infrastructure including storage & hosting of the Scheme Portal, Diagnostic tool, ERP Suite and MSMEs website, Mobile App etc.
- b) The bidder will bear the cost of hosting, basic domain name of each beneficiary, deployment, maintenance, licence's, IT helpdesk, payment gateway cost, any other cost etc. as part of subscription charges.

7.1 ANNUAL TECHNICAL SUPPORT

For successful implementation of the project, the successful bidder will bear the cost for any type of licenses, third party services, subscriptions, security solutions, security audit as per CERT-IN guidelines, payment gateway, etc. which may accrue from time to time including the below mentioned activities. ATS and all recurring cost shall be part of the subscription cost, however, the annual technical support will be provided for complete project duration i.e one year after the scheme validity period. The ATS shall include, but not limited to following: -

- **Regular maintenance:** Regular maintenance tasks for Scheme Portal, ERP Suite, MSME Website, Mobile App, security audits, content refreshes, and technical optimizations, addresses any minor bugs, provide with the latest version, and keeps the solution performing at its optimum level.
- **Technical support:** Provide technical support to help the MSMEs troubleshoot any issues with the solution provided.
- **Emergency services:** In case of any breakdowns of the server or malfunctions that require immediate attention, the successful bidder will immediately address to the issues and upkeep the system within the SLA.
- **Upgrades and updates:** Successful bidder will provide well-timed updates with features, functionality, service packs, new version releases, minor updates, and enhancements to keep the application / software up-to-date with the latest technology and regulatory compliances.
- **Training:** Training to users on how to use and maintain the system.
- **Security uptime:** Successful bidder will be wholly and solely responsible for 24/7 surveillance and provides regular updates to the Scheme Portal, Diagnostic tool, ERP Suite, MSME Website(s), & MSME Mobile App(s). Will ensure maximum uptime and you always have someone reliable to fall back on, whenever required.

7.2 AUDIT LOG AND TRAILS

The Digital MSME Scheme Portal, ERP Suite must incorporate robust Audit Trails to track various activities, including changes in access controls, password controls, sensitive data access, and user edit/entry/delete actions. The following features are essential for the Scheme Portal and ERP Suite-

- a) **Comprehensive Log:** The system should maintain a detailed audit trail, organized by user, activity type, instance, duration, etc. It must capture all activities related to the system, such as changes, updates, patches, firmware, and security updates.
- b) **Security Events Recording:** The system must provide complete security for applications, networks, and databases. Information on all security events should be recorded on an un-editable and untampered audit trail, ensuring compliance with audit standards. The audit data should cover user activity, configuration changes, logon/logoff events, sensitive data access, policy changes, and database object access.
- c) **Report and Audit Trail Support:** The system should support extensive reporting and audit trails at user, session, and activity levels. It should capture all user activities with timestamps and enable search and querying in log reports to identify specific activities based on user-wise, instance-wise, activity-wise, duration-wise, and function-wise criteria. The system must provide both out-of-the-box and customizable audit and activity reports for compliance and security investigations.
- d) **Compliance with Audit Standards:** The audit log should adhere to various audit compliance standards issued by authorities such as government ministries, etc. This log/trail must remain unaltered and cannot be disabled or tampered with.
- e) **Best Practices and Compliance:** The audit log trails must align with best practices and comply with legal, regulatory, and statutory requirements.
- f) **Non-Deletion of Audit Trails:** Audit trails cannot be deleted to meet regulatory, statutory, and audit requirements. Therefore, the proposed solution must allocate dedicated and sufficient resources/infrastructure for the storage and maintenance of audit logs/trails.
- g) **Monitoring and Alerts:** The system should actively monitor and alert on exfiltration attempts, particularly those involving SELECT operations on sensitive tables. This proactive approach enhances the security of the Scheme Portal & ERP Suite against potential data breaches.

7.3 CHANGE MANAGEMENT

Change Management encompasses various aspects to ensure the effective and seamless adaptation of modifications within the system. The key components include:

- a) **Application Code Adjustment:** Ensuring that any necessary modifications to the application code are promptly executed due to patches in licensed software.
- b) **Documentation Updates:** Regularly updating and maintaining all project documents related to the Scheme Portal & ERP Suite. This includes user manuals, training documents, FAQs, and self-learning materials, especially upon the addition, alteration, or removal of functionalities or processes.

- c) **Software Change Management:** The bidder is responsible for defining the Software Change Management and version control process. Approval for these processes must be obtained from NSIC. Detailed documentation, outlining proposed changes, and their impact on functional outcomes or additional features, needs to be prepared for all application changes and revised source code / documentations submitted to NSIC.
- d) **Scope Clarification:** Changes resulting from legislative, administrative, or regulative policy shifts in NSIC/GOI processes and workflows will not constitute a change in the Scope of Work. The bidder is obligated to implement such changes at no additional cost during different project phases.
- e) **Testing Environment:** Providing a dedicated test environment for the thorough testing of changes, updates, and patches before their application to the production environment.
- f) **Software Updates and Releases:** Committing to providing timely updates, upgrades, new releases, and versions of the software and operating systems as needed. The bidder is expected to implement these changes with necessary approvals from NSIC, ensuring the continuity of the ERP system without additional costs.
- g) **Log Analysis and Security:** Regularly analysing events and logs generated in all sub-systems, including servers, operating systems, and security devices, to identify vulnerabilities. The bidder must take necessary actions in accordance with log analysis results and maintain suitable mechanisms for security and forensic-related logs, adhering to IT act and other government regulations.
- h) **Policy Adherence:** Adhering to policies, procedures, compliances, guidelines, and standards defined by the Various Ministries under the Government of India (GOI).
- i) **Backup Policies:** Implementation and adherence to backup policies as defined, ensuring the security and availability of stored data.
- j) **Statutory and Regulatory Changes:** Implementing functional changes necessary to meet statutory, regulatory, and GOI policy requirements. These changes will be carried out by the bidder during the implementation, warranty, and Annual Maintenance Contract (AMC) period at no additional cost to NSIC.
- k) **Change Order Procedure:** Clearly defining the method and conditions for Change Orders, including the description, evaluation method, and required documents for any new modules, changes in modules, functionalities, process reengineering, or additional services/forms. This involves submitting a detailed project plan, effort estimates, resource deployment plans, CVs/profiles of resources, and a techno-commercial proposal. The evaluation will be based on man-months.

7.4 IMPLEMENTATION & MANAGEMENT

The Successful bidder will do implementation and monitoring of the scheme based on the approved guidelines & scope and shall also undertake handholding, grievance redressal and technical support to MSMEs. Data migration & rollout will help the MSME to migrate from an

existing system to the new solution being offered and vice versa with a provision to download the data in future.

7.5 OTHER RESPONSIBILITIES OF SERVICE PROVIDER

The Successful bidder shall undertake the following activities in addition to the above: -

1. The source code provided of the complete solutions developed under this project will be tested by the third party reputed agencies (STQC, QCI or similar agencies) for its authenticity, latest build, compatibility, bug free etc. at the bidders cost. NSIC will advise the agency for the said purpose.
2. The bidder shall be responsible for hosting of scheme portal, diagnostic tool & MSME website(s) and Mobile App(s) as mentioned in the scope of work and storage requirement of scheme portal, diagnostic tool, ERP Suite, MSME website and MSME Mobile App including IT Infrastructure for hosting, in compliance to MeitY (Government of India) guidelines. Bidder shall also be responsible for Data Centre & Data Recovery Centre (DRC) on cloud and scalable from time to time as per need at its own cost.
3. The bidder will make the security audit as per CERT-IN guidelines of the ERP Suite and Scheme Portal with diagnostic tool before hosting them and ensure that all the vulnerabilities are addressed to before hosting on the live environment with safe to host certificate from CERT-IN Empanelled agencies at its own cost and will submit the same to NSIC. The security audit may be carried out as and when required.
4. Bidder would periodically upload the success stories in the scheme portal for promotional activities.
5. Successful bidder would also support in training of officials of MoMSME, MSME DFOs, MSME-Testing Centres, and Technology centres etc. on the scheme to enable its effective implementation.
6. Nominate a nodal officer for effective coordination with NSIC Ltd and Set up a team of dedicated officials with the competencies and skills to implement the scheme & Coordinate with NSIC Ltd as OPMT.
7. Any other activity which is deemed necessary and important for digital empowerment of the MSMEs as decided by NSIC.
8. Will help the MSME to migrate from an existing system to the new solution being offered and vice versa.
9. Will input the master data and making in ready for the usage of the MSMEs.
10. The system shall adhere to all the standards published by the Department of Electronics Information Technology, Government of India. (<http://meity.gov.in>).
11. The bidder will conduct demo's / presentations/meetings etc. at NSIC Head Office, New Delhi.
12. Any requirement of licence/statutory clearance shall be taken by the bidder as and when required at his own cost.
13. For successful implementation of the project, the successful bidder will bear the cost for any

type of licenses, third party services, subscriptions, security solutions, security audit, payment gateway, etc. at its own cost.

14. The bidder will also provide 05 members onsite project management team (OPMT) as per requirement mentioned below reporting to NSIC Team (in addition to team deployed at bidder's development centre) for effective implementation of the scheme (till scheme tenure) as mentioned below where in the selection of the resources shall be carried out by NSIC through interview mechanism after due screening of the submitted CVs along with certificates & degree of required qualifications.

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

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

S. No.	Role	Nos.	Required Qualification	Experience Required	Skill Set required	Role Description
1	Team Lead	01	MBA/Postgraduate diploma in business management or equivalent degree from a recognized institute	10+ years of overall experience in IT project management including 5+ years' experience working on Government Projects shall be preferred	<ul style="list-style-type: none"> • Prior experience of working with central/state government, experience in managing government schemes at central/state level may be preferred. • Experience in handling projects related to MSME/Industry/Cluster Development. • Proven Project Manager with experience in managing internal as well as external stakeholders. • Excellent verbal and written communication skills. 	<ul style="list-style-type: none"> • Lead the team and responsible for day-to-day operations • Work with key stakeholders to assess the specific needs of user sectors for identifying emerging/futuristic/start-of-the-art digital solutions • Strategize and conceptualize SoP/Guidelines/Policy documents • Periodic reporting of the overall performance of the project to key stakeholders • Suggest improvements in program delivery based on market feedback and field surveys, visits, meetings etc.
2	ERP Expert	02	Minimum BE/B.Tech./MCA/M.Tech. in Computer Sc./IT / Electronics or equivalent degree from a recognized institute.	06+ years of experience in Digital/IT domain with at least 3 years of experience in implementing ERP solutions.	<ul style="list-style-type: none"> • Experience in defining functional requirements for developing modules of ERP solutions • Able to define success metrics to assess functional and business performance, drive insights and actionable from the same for continuous improvement. 	<ul style="list-style-type: none"> • Ensuring smooth implementation of ERP for MSMEs • Provide support in product testing, auditing, and benchmarking of solutions/modules • Support in development of e-Learning and e-training for ERP modules/Digital solutions. • Provide technical support to end users
3	Team Members (Technical)	01	BE/ ME or B.Tech./ M.Tech./B.Sc. (with specialization in Computer Sc./ IT / Electronics or equivalent degree) from a recognized institute.	06+ Years of experience in managing the websites and Mobile App.	<ul style="list-style-type: none"> • Experience in defining functional requirements for the designing, developing, and implementing IT initiatives for Pan-India projects. • Experience in developing smart solutions/MIS/Dashboard • Understanding of Guidelines for Indian Government Websites (GIGW). 	<ul style="list-style-type: none"> • Provide technical support for integration for various portals as required for MSMEs. • Database management, design and deploy MIS dashboards. • Periodic generation of various project-related reports • Data analytics and insights related to MSME ecosystem • Coordinating in Provide support in product testing, auditing, and benchmarking of solutions/modules. • Helping in preparation of Periodic reports of the overall performance of the project to key stakeholders with the latest available data.
4	Team Members (Managerial)	01	MBA/ Postgraduate diploma in business management or equivalent degree from a recognized institute	06+ Years of experience in managing the Customer Care Helpline Centre support	<ul style="list-style-type: none"> • Experience in handling projects related to MSME/Industry/Cluster Development • Proven experience in managing internal as well as external stakeholders • Excellent verbal and written communication skills 	<ul style="list-style-type: none"> • Coordinating with the Customer Care Helpline Centre team for providing handholding support to the MSMEs • Organizing registration camps, support in awareness programme for promotion of scheme and imparting trainings

Note: In case of absenteeism of the OPMT (Onsite Project Management Team) deductions will be made as per NCSI empanelled tier-2 agencies manpower prevalent rates.

8. EVALUATION OF BIDS

1. NSIC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidder.
2. The Proposal Evaluation Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence may lead to rejection.
3. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
4. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations without assigning any reason thereof.
5. Each of the responses shall be evaluated as per the criteria and requirements specified in the RFP.

A. TENDER OPENING

1. The Proposals submitted will be opened by officer authorized by NSIC in the presence of Bidders or their representatives who may be present at the time of opening.
2. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

B. BID VALIDITY

The offer submitted by the Bidders should be valid for minimum period of **120 days** from the date of submission of Tender. Bid validity may be extended by the bidder by submitting a letter to NSIC and confirming all terms and conditions of the bid remain same.

C. TECHNICAL BID EVALUATION

S. No.	Criteria / Category	Scoring Mechanism	Max Marks	Required Supporting Documents
A1	<p>Average Annual Turnover for last Three Financial Years from IT related services in last three Financial Years.</p> <p>In case of consortium combined turnover of all the members will be considered.</p>	<p>≥ 145 Cr to 230 Cr: . : 8 Marks</p> <p>> 230 Cr to 350 Cr: . : 9 Marks</p> <p>> 350 Cr : . : 10 Marks</p>	10	Statutory Auditor's Certificate mentioning year wise turnover supported by Audited financial statement for stated 3 financial years for the Sole Bidder and all members of consortium (in case of consortium)
A2	CMMi Certifications	<ul style="list-style-type: none"> • CMMi level 3 : 4 Marks • CMMi level 4 : 6 Marks • CMMi level 5 : 8 Marks 	8	For CMMi: The Bidder should furnish Copy of valid Certificate verifiable from www.cmmiinstitute.com .
A3	ISO Certification (Copy of valid Certificate Bidder/any member of Consortia issued by NABCB (National Accreditation board of certification bodies) accredited agencies)	<ul style="list-style-type: none"> • ISO 9001:2015: 2 Marks • ISO 27001: 3 Marks • ISO 20000: 2 Marks 	7	For ISO:- The Bidder should furnish Copy of valid Certificate verifiable from www.iafcertsearch.org

A4	<p>Net Profit Earned</p> <p>In case of consortium combined net profit of all the members will be considered.</p>	<p>>Rs. 0 Cr. To Rs. 20 Cr. – 3 marks >Rs. 20 Cr. To Rs. 40 Cr. – 4 marks >Rs. 40 Cr. & above – 5 marks</p>	5	<p>Certificate from the Chartered Accountant (including membership number and UDIN) as per format enclosed at Annexure - 9 shall be uploaded with Proposal.</p>
B1	<p>Past Experience from similar work</p>	<p>The Sole Bidder or Lead Member and /or consortium members jointly (in case of Consortium) should have executed projects for any Central/State Government/ Govt. undertakings/ UT's/ Autonomous Bodies/Reputed Organisation in India during the current financial year and last 7 financial years (i.e., 2016-17 to 2022-23) as per following:</p> <ul style="list-style-type: none"> • For Cumulative Projects worth more than or equal to Rs. 575 Crores to Rs. 750 Crore (Inclusive of GST) (20 Marks) • For Cumulative Projects worth more than Rs. 750 Crore to Rs. 1000 Crore (inclusive of GST) – 22 Marks. • For Cumulative Projects worth more than Rs. 1000 Crore (Inclusive of GST)-25 Marks. <p>Projects, where more than 50% of financial progress is achieved will also be considered for evaluation, provided bidder submit the required documentary evidence.</p> <p>'Similar work' Implies projects related to IT/ICT for development /Supply and /or implementation of ERP/Software applications /Web portal/ Website /assessment tool.</p> <p>Maximum 05 projects shall be considered for evaluation purpose.</p>	25	<p>Documentary evidence such as Work Order / LOI/ PO/ Agreement/Completion certificate/ phase certificate / Contract copy/ satisfactory services/supply etc. for completed project.</p> <p>For Running Projects: - running bill copy, 26AS statement showing tax deduction against each invoice, supporting GST return, CA certificate showing amount of work completed against the total project value along with satisfactory part completion certificate from client.</p>
B2	<p>Experience of bidder in Development and / or customization &</p>	<p>Number of ERP Projects is equal or more than 5 separate customers: 20 Marks.</p>	20	<p>Documentary evidence such as Work Order / LOI/ PO/ Agreement / Contract copy/ satisfactory services &</p>

	<p>implementation and maintenance of ERP and Customer Support.</p> <p>In case of consortium combined no. of projects of all the members will be considered.</p>	<p>Number of ERP Projects is equal or more than 3 and less than 5 separate customers :18 Marks</p> <p>Number of ERP Projects is equal or more than 1 and less than 3 separate customers :15 Marks</p>		<p>Completion certificate etc. for completed projects.</p>
B3	<p>Experience in Website Development & Maintenance and Customer Support</p> <p>In case of consortium combined no. of projects of all the members will be considered.</p>	<ul style="list-style-type: none"> • Number of Projects is equal or more than 15 separate customers: 5 Marks • Number of Projects is equal or more than 10 and less than 15 separate customers: 4 Marks • Number of Projects is equal or more than 5 and less than 10 separate customers: 3 Marks 	5	<p>Documentary evidence such as Work Order / LOI/ PO/ Agreement / Contract copy/ satisfactory services & Completion certificate etc. for completed projects.</p>
C	<p>Technical approach, Methodology, Project Plan and POC demonstration & proposed Manpower to be deployed on the project.</p>	<p>The Sole Bidder or Lead Member need to present product demonstration / Prototype design / similar solution.</p> <ul style="list-style-type: none"> • Understanding of the scope of work– up to 3 marks • Approach and methodology – upto 3 marks • Project Plan– up to 4 marks • Product demonstration (ERP) – upto 5 marks <p>Existing & Proposed Manpower to be deployed for Digital MSME Project.- upto 5 marks.</p>	20	<p>Technical Presentation and List of technical resources self-certified by authorized signatory</p>
		Total Marks	100	

- In case experience certificate as required in B1 above, is silent on the tax part or is inclusive of GST, the value mentioned in the past experience certificate will be divided by 1.18 to get the completed project value for evaluation purpose.

D. FINANCIAL BID EVALUATION

1. The Financial Bids of technically qualified bidders **securing above 75 marks** will be opened on the prescribed date in the presence of bidder representatives.
2. Only financial bids indicating prices for all the deliverables as mentioned in the financial bid format and services specified in this bid document will be considered.
3. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
4. Errors and Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
5. Bidder should provide all prices as per the prescribed format provided in **Annexure - 10**.
6. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
7. All the prices (even for taxes) are to be entered in Indian Rupees ONLY.
8. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable. Taxes, duties, levies indicated.

E. AWARD CRITERIA

- i) NSIC shall evaluate bids in respect to substantive responsiveness of the bid or otherwise. NSIC shall carry out detailed evaluation of the substantially responsive bids only.
- ii) A bid determined as substantially non-responsive technically/financially shall be rejected, even after opening the price bid.
- iii) **Quality - Cost based Selection Evaluation (QCBS):** QCBS method shall be used for declaring successful bidder for award of work as per below: -
 - a. In QCBS evaluation method initially the technical proposals shall be evaluated as per criteria and only those responsive proposals that have achieved above 75 marks in technical evaluation shall be qualified for opening of financial bid.
 - b. Price Bids shall be evaluated taking into account the Price quoted for all services including applicable GST (CGST & SGST / UTGST or IGST).
 - c. Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format
 - d. After opening and scoring the financial proposals of responsive technically qualified bidders, a final combined score shall be arrived at by giving 70%:30% weightages to the scores of the technical and financial proposals.
 - e. The proposal with the highest weighted combined score (quality and cost) shall be selected.

Scoring Method of Evaluation

The system is guiding and performance-oriented where points are earned for meeting the design and performance intent of the criteria. Each criterion has a number of points assigned to it. It means that a project intending to meet the criterion would qualify for the points. Compliances, as specified in the relevant criterion, have to be submitted in the prescribed format. While the intent of some of the criteria is self-validating in nature. The points related to these criteria (specified under the relevant sections) may be awarded through monitoring, validation, and documents to support the award of point. QCBS report in respect of such criteria shall be the binding factor for award of points.

For evaluating the bids, the ratio of weightages for technical score and financial score will be 70:30.

Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weightage for the Price as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid.

9. PROJECT MILESTONES

S. No.	Deliverables	Timelines From
1	Issue of Work Order	T0
2	ERP Suite and Helpline setup, Development of Scheme Portal & Diagnostic tool along with Cloud configuration and management, Onsite Project Management Team (OPMT).	
A	Submission of Required BRD & technical design document and implementation road map along with deployment of Onsite Project Management Team (OPMT).	T0+30 DAYS
B	Development of Scheme Portal & integration with Udyam, ZED, Lean, Payment Gateway etc.	T0+60 DAYS
C	Development of diagnostic tool & Hosting at DC (Data Centre) and DR (Disaster Recovery) & Demonstration of fully functional ERP Suite.	T0+120 DAYS
D	Installation Testing & Commissioning of ERP Suite (Go-Live) & setting up of Customer Care Helpline Centre along with user manual.	T0+150 DAYS
E	Installation Testing & Commission of ERP Suite at minimum 10 MSMEs for 30 days after Go-Live.	T1=T0+180 DAYS
F	Successful Operation of Sl. No 2 above for Six Months (Warranty Period)	T2 = T1+180 DAYS
3	Annual Technical Support	T2 to 31/03/2026
4	Timelines for implementation for each beneficiary	
A	Date of Purchase of Solution	S0
B	Website development	S0 + 10 days
C	Development of MSME Mobile App(s)	S0+30 days
D	Deployment of ERP suite	S1= S0 + 45 days
E	Training of the system & support till initial 2 months	S1 + 60 days

Note

- Business Requirement Document (BRD): Business Requirement Document is a document which describes in details all the objective and requirement for the new project.
- Technical design documents: Technical design documents described the minute details and design of the projects.
- The ERP Suite beneficiary website & Beneficiary Mobile App will purely be demand driven as per need of the MSMEs and have to be offered bundled /unbundled as and when required.

9.1 PAYMENT TERMS

The bidder /lead bidder (in case of consortium) shall be required to raise appropriate tax invoices on confirmation of completion of each milestone as detailed below.

Date of Issue of Work Order=T0

A. (Ref: sl. No 1(a) of financial bid table 1) ERP Suite and OPMT Payment Terms

S. No.	Deliverables	Timelines From T	Percentage Payment	Remarks
1	Date of Issue of Work Order	T0		
2	ERP Suite			
A	Submission of Required BRD & technical design document and implementation road map.	T0+30 DAYS		After acceptance & approval design documents
B	Setting up of DC (Data Centre) and DR (Disaster Recovery) & Demonstration of fully functional ERP solution.	T0+120 DAYS		On successful demonstration to the satisfaction of NSIC
C	Installation Testing & Commissioning of system (Go-Live) and handing over of all documents, drawing, SOURCE CODE etc. of ERP and any other software/ tool developed under this project to NSIC	T0+150 DAYS		Installation sign off and acceptance by NSIC
D	Installation, Testing & Commissioning of System at minimum 10 MSMEs for 30 days after Go-Live (Start of Warranty Period of Six Months) including Customer Care Helpline Centre	T1=T0+180 DAYS	30%	On successful installation to the satisfaction of MSME and acceptance by NSIC
E	After Warranty Period of Six Months and successful implementation in the identified beneficiaries.	T2 = T1+ 180 DAYS	20%	Satisfactory review by NSIC and incorporation of bugs and customer feedback
F	Payments against installation & implementation	-	50% (0.50% on every 750 MSME)	On Satisfactory installation and confirmation from MSME. To be paid in arrears on submission of bills.
Total			100%	

B. (Ref: Sl. No 2(a) of financial bid table 1): Scheme Portal and Diagnostic tools payment terms

S. No.	Deliverables	Timelines From T	Percentage Payment	Remark
1	Scheme Portal Development with Diagnostic tools and handing over of all documents, drawing, SOURCE CODE etc. of Scheme Portal & Diagnostic tools	T0+80 days	50%	Sign off by NSIC.
2	After testing of Diagnostic tools and its successful implementation for 100 MSMEs PAN India	T0+120 days	40%	Sign off by NSIC.
3	At the end of the Scheme Period i.e., 31-03-2026	-	10%	Sign off by NSIC.
Total			100%	

- C.** IT Infrastructure charges for Scheme portal and diagnostic tool (Ref: Sl. No 2 (b) of financial bid table 1) and Customer Care Support Charges (Ref: Sl. No 5 of financial bid table 1) will be paid quarterly on submission of bills.
- D.** IT Infrastructure (hosting charges) and maintenance charges for ERP (Ref: Sl. No 1 (b) of financial bid table 1) will be paid quarterly on submission of bills
- E.** ERP deployment charges, Website and Mobile App development & deployment charges will be paid quarterly on submission of bills and confirmation from the respective beneficiary. (Ref: Sl. No. 1 (c), 3 (a) & 4 (a) of financial bid table 1).
- F.** Website and Mobile App hosting and maintenance for each beneficiary unit will be paid quarterly on submission of bills. (Ref: Sl. No 3 (b) & 4(b) of financial bid table 1).

Note: -

- The Successful bidder shall handover the SOURCE CODE of ERP Suite, SOURCE CODE of Scheme Portal to NSIC Ltd or any other codes or any document designed for the execution of the scope of the work including but not necessarily limited to: Technical design documents, functional specifications, drawings, blueprints, flow charts, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to NSIC, on GO-Live of ERP/ Scheme Portal as per schedule.
- Agency/service provider shall be paid for all above services only on receipt of payment from Ministry of MSME. Any shortfall in payment to Agency/service provider will be adjusted in subsequent payment(s).
- An amount equivalent to 10 % of timeline payment at Sl. No. D & E under ERP Suite Payment Terms will be deducted as security deposit (without interest). The same will be refunded at the expiry of contract period
- Payments shall be made to bidder/ lead bidder (in case of consortium) after deduction of applicable penalties, LD, statutory dues etc. as per defined SLAs and delivery timelines. In case consortium the final / net payment will be released to the account of lead bidder.

10. SERVICE LEVEL AGREEMENT AND PENALTIES

Service Level Agreement (SLA) shall be monitored as mentioned in the following table. It is expected that the ERP Suite shall meet the minimum threshold of service defined against each level. Any degradation below this minimum threshold will attract penalties. The idea is that it triggers a proper review of any defect / failure / performance that had been agreed upon for the project, and to find resolutions in keeping with the highest standards of service excellence.

10.1 SERVICE LEVEL AGREEMENT MONITORING

- a) NSIC will carry out the quarterly monitoring and performance review of Service provider against the monthly formulated reports for SLA. A designated third party or personal from NSIC will review the performance of service provider against the SLA.
- b) The SLA reports shall be formulated based on the automated system generated reports.
- c) The System Integrator shall submit the monthly SLA report to designated Nodal officer as per agreed frequency and timeline.
- d) For requirement of SLA audit, NSIC may perform a visit either by internal department or by an external contractor at respective DC/DR locations.
- e) The review / audit report will form a basis of any action relating to imposing penalty on or breach of contract.

10.2 SERVICE LEVEL AGREEMENTS AND TARGETS

The service levels agreements shall be agreed by the Service Provider as a key performance indicator for this engagement. These key indicators shall be used while monitoring and measuring performance of Service Provider. The service level indicators have been categorized under:

- a. Availability management
- b. Problem Resolution and Notification Times
- c. Performance Parameters
- d. Services related SLA

All management tools required to monitor the performance of the service should be provided by the Service Provider at no extra cost. The Service Provider would be required to provide access to the management tools to NSIC for monitoring purposes and would also provide the MIS reports for overall project and SLA monitoring as a part of the contract.

Service Provider shall provide all the necessary diagnostic/monitoring tools and technology as requested and required by NSIC to monitor the Scheme portal. These tools shall monitor the product, process, and elements of the system to generate the reports and logs which can be utilized by the Service Provider for further improvement and enhancements of overall system.

The description of the indicative Service Level Agreement (SLA) has been presented below. A complete Service Level Agreement will be executed with the successful bidder at the time of signing the contract.

10.2.1 Availability Management

1. Availability of IT system - High Availability is a key requirement of Service Provider as the application will enable Service Provider officials to deliver the key activities related to various activities. The availability of IT system should be at minimum 99.5%. The project must also be able to rebound or recover from any planned or unplanned system downtime, ensuring a minimal impact on the operations. The selected System Integrator should provide a single point of contact on a 24*7 basis.
2. Availability will be measured on quarterly basis. Planned downtime will not be classified as unavailability. Planned downtime where both main as well redundant systems are not available for providing service will be limited to maximum of 48 Hours in a quarter. The selected bidder should endeavour to take such downtimes only during weekends or holidays preferably after End of Day (EoD). However, duration of the maximum allowable planned downtime time will be reviewed on yearly basis.
3. The failure of application on account of non-availability of infrastructure provided by Service Provider shall not be considered while calculating SLA for that quarter.
4. In case of any breach in the SLA, a penalty amounting to maximum of 10% of the respective Solution charges shall be levied on the selected bidder.
5. The following table outlines the availability service levels:

Service	Parameter	Service level	Validation	Penalty	
ERP System, Scheme Portal, diagnostic tool, MSME website & MSME Mobile App.	Availability of Business Application Software as mentioned in the Scope of Work	≥99.5% uptime	Availability & Downtime Reports measured using Management Tool. Measured 24*7 Basis and Validated by Monthly SLA Performance Report	≥ 0.05% but <1% of SLA	4% of the respective Solution
				≥ 1% but <3% of SLA	6% of the respective Solution
				≥ 3% but <5% of SLA	8% of the respective Solution
				≥5% of SLA	Maximum 10% penalty of the respective Solution
Network Administration <Only in case of Cloud-based implementation>	Network Availability Minimum of 99.98% uptime for Data Centre	≥99.5% uptime measured on Monthly basis	Availability & Downtime Reports measured using Management	Less than 0.5% of SLA	1% of the Quarterly ATS Payment
				≥ 0.5% but <1% of SLA	4% of the Quarterly ATS Payment

	and Disaster Recovery Centre		Tool. Measured 24*7 Basis (Measured Monthly) and Validated by Monthly SLA Performance Report	>= 1% but <3% of SLA	6% of the Quarterly ATS Payment
				>= 3% but <5% of SLA	8% of the Quarterly ATS Payment
				>=5% of SLA	Maximum 10% Quarterly penalty of ATS amount

The penalty amount mentioned above will be deducted from any outstanding payment of the bidder.

10.2.2 Performance Parameters

The indicative performance parameters of hardware as well as system software are listed in the below table.

S. No.	Parameters	Limit
1	CPU utilization	< 50%
2	Memory utilization	< 80 %
3	User response time (screen navigation)	3 seconds or less
4	Application hit ratio	>80%
5	Data cache usage/ data buffer cache	< 90%
6	Database hit ratio	> 90%

10.2.3 Services related SLA

UP TIME AND SLA FOR WEBSITE OF MSME

Website Of MSME	Uptime of Website for a MSME. Measured over 1 year.	>=99.5 %	>=99.0%to <99.5%	>=95.0%to <98.0%	<=95.0%
		No Penalty	0.2% penalty on Prorated Solution amount for every 0.1% unavailability	0.3% penalty on Prorated Solution amount for every 0.1% unavailability	0.4% penalty on Prorated Solution amount Maximum up to 10% of subscription amount.

UP TIME AND SLA FOR MSME SCHEME PORTAL

MSME Scheme Portal	Uptime of MSME Scheme Portal Measured over 1 year.	>=99.5 % No Penalty	>=99.0% to <99.5% 0.2% penalty on MSME Scheme Portal amount for every 0.1% unavailability	>=95.0% to <98.0% 0.3% penalty on MSME Scheme Portal amount for every 0.1% unavailability	<95.0% 0.4% penalty on MSME Scheme Portal amount Maximum up to 10% of Solution amount.
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UP TIME AND SLA FOR ERP SUPPORT ISSUES

ERP System critical issue	Attending the bugs/Technical glitch in the ERP system affecting partial working/ non-working in one or all module of a MSME beneficiary Measured over 1 year	Within 3 days No Penalty	>3 to <=10 days 0.1% penalty on Prorated Subscription amount of that beneficiary every 1-day delay.	>10 to <=20 Days 0.2% penalty on Prorated Subscription amount of that beneficiary every 1-day delay.	>20 days 0.3% penalty on Prorated Subscription amount of that beneficiary every 1 day delay Maximum upto 10%
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The above performance parameters shall be fulfilled as per below criteria

- The performance will be monitored every fortnight for above parameters
- Performance will be monitored both in peak as well as in off-peak hours. Peak hours are 10 AM to 6 PM on every working day and off-peak hours are from 6 PM to 10 AM. Time slot within peak and off-peak hours will be decided on mutual basis.
- The performance will be tested on local LAN environment of data centre.
- The tools/software licenses used to measure above performance parameters shall be in scope of bidder.

11. GENERAL TERMS OF THE TENDER

11.1 PERFORMANCE BANK GUARANTEE

NSIC will require the selected bidder to provide a Performance Bank Guarantee, within 30 days from the Notification of award, for a value equivalent to **5%** of the total bid value and should be valid till **60 days post** the Contractual Obligations.

The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period or in case of extension of the project.

In case the selected bidder fails to submit Performance Guarantee within the time stipulated, NSIC at its discretion may cancel the order placed on the selected bidder.

NSIC shall invoke the Performance Guarantee in case the selected Service provider fails to discharge their contractual obligations during the period.

11.2 EXIT MANAGEMENT

Knowledge Transfer is a fundamental aspect within the scope of work for the bidder, and it remains imperative even in scenarios where the contract concludes or is terminated before the scheduled timelines. The Exit Management Period commences either six months before the contract concludes or, in the event of an earlier termination, upon the date of service of termination orders to the bidder. The Exit Management Period concludes on the agreed-upon date or six months after its initiation, whichever is earlier.

The Exit Management plan, articulated in writing, becomes applicable when the exit duration triggers. It encompasses a comprehensive program detailing the transfer process, aligning with the replacement of the bidder. This plan includes the means employed to ensure the continuous provision of services throughout the transfer process or until service cessation, along with the management structure during the transition.

Key aspects during the Exit Management Period:

- The exiting bidder is obligated to exert its best efforts to deliver services during the exit. Payments during this period adhere to the Payment Schedule.
- The bidder's team, throughout the exit phase, continues to fulfil all obligations and responsibilities outlined in the bidder's proposal under the EoI /NIT. This ensures an effective transition and the maintenance of NSIC's business continuity.
- The exiting bidder is required to conduct knowledge transfer of operations and responsibilities to NSIC, its nominated agency, or the new bidder.
- The exiting bidder must provide necessary handholding and transition support to NSIC staff or its nominated agency or the new bidder. This support includes conducting detailed

walkthroughs and demonstrations of the IT infrastructure, handing over relevant documentation, addressing queries, and conducting Knowledge Transfer sessions.

- The exiting bidder allows reasonable access to NSIC or its nominated agency or the new bidder to its staff and facilities as required to understand service delivery methods and obtain appropriate knowledge transfer.
- Throughout the exit/transition management process, the exiting bidder ensures that the application is handed over in a complete operational condition to the satisfaction of NSIC.
- If the exiting bidder fails to fulfil any of the aforementioned responsibilities during the exit, NSIC may levy penalties including revocation of the Performance Bank Guarantee with termination of contract.
- Throughout the contract period, the bidder must ensure that all documentation, including policies, procedures, asset registers, and configuration documents, remains up to date. All such documentation is to be handed over to NSIC during the exit management process.
- The exiting bidder must provide necessary handholding and transition support for MSMEs ERP Suite, MSMEs Website and Mobile App which ensures that the application is handed over in a complete operational condition to the satisfaction of MSMEs or its nominated agency.

11.3 FIRM RATES

The rates/price quoted by Bidder shall remain firm till completion of all obligations under this RFP on any account whatsoever, within the terms of this RFP.

11.4 TERMINATION

NSIC may terminate the contract by giving thirty (30) days' notice in writing to the Bidder without assigning any reason.

NSIC on giving notice in writing to the Bidder, can terminate this contract in following circumstances:

In the event of the Bidder having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors.

The Competent Authority, NSIC shall also have, without prejudice to other rights and remedies, the right in the event of breach by the Successful Bidder of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the Bidder and forfeit the Performance Bank Guarantee or any other part thereof for the sums due to any damages, losses, charges, expenses or costs that may be suffered or incurred by the NSIC due to the Bidder's negligence or unworkman-like performance of any of the services under the contract.

Any defect malfunction or error in the software, which was rectified in a manner, which would render assigned work unsatisfactory.

Signing of Contract

After the NSIC notifies the successful bidder that its proposal has been accepted, NSIC shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between NSIC and the successful bidder. The Draft Service Level Agreement is provided as a separate document at Annexures.

11.5 CONTRACT FINALIZATION AND AWARD

The selected Bidder/s should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

Upon notification of award to the successful Bidder, NSIC will promptly notify each unsuccessful Bidder.

11.6 CODE OF INTEGRITY FOR PUBLIC PROCUREMENT

NSIC as well as bidders shall observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant RFP arrangement:

- (i) **“Corrupt practice”**: Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (ii) **“Fraudulent practice”**: Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- (iii) **“Anti-competitive practice”**: Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- (iv) **“Conflict of interest”**: Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- (v) **“Obstructive practice”**: Materially impede NSIC’s investigation into allegations of one or more of

the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

11.7 FORCE MAJEURE

The supplier shall be exempted from the responsibility for any non-performance arising from a case of force majeure or act of God, hereinafter called force majeure (a) war, (b) earthquake (c) pandemic and (d) endemic. If such circumstances should arise, the supplier shall inform the purchaser within 72 hours in writing of the existence of the fact before suspending work without penalty on either side from the period of such suspension not exceeding 3 months. Likewise, it must proceed to inform the end of such fact. As soon as the facts constituting a force majeure cease in their effects, the supplier shall restart or continue to fulfilment of its obligations agreed upon. Should suspension of work as explained above exceed three months, the contract shall be violable at the option of either party without penalty on either side.

11.8 ARBITRATION CLAUSE

All disputes or differences what so ever arising among the parties under and/or in connection with and/or in respect of this RFP shall be referred to and decided by a Sole Arbitrator appointed in accordance with Arbitration and Conciliation Act of 1996. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time and the venue of arbitration shall be in New Delhi.

Or

(For Govt. Departments/entities)

For Public Sector Undertaking / Government Departments: "In the event of any dispute of difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as motioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14.12.2022. Any party aggrieved with the decision of the committee as the 1st level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 Days from the date of receipt of decision of the committee at First level, though its Administrative Ministry/Deptt in terms of para 4, 5 and 7 of above DPE OM dated 14.12.2022, whose decision will be final and binding on all concerned".

12 LIQUIDATED DAMAGES

Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the supplier agrees to pay in the event of delay in supply, customisation and installation, breach of contract etc. as the case may be. Liquidated Damages is not a penalty but is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by the purchaser on account of delay/breach on the part of the supplier.

The date of delivery of the product / services stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of Liquidated Damages.

If the supplier fail to execute the project with the stipulated time, NSIC shall be entitled to recover Liquidated Damages, 0.5% of the value of the respective deliverables(ref. clause 8) for each week of delay or part thereof for a period upto 8 (Eight) weeks and thereafter @ 1.0% of the value of the respective deliverables for each week of delay or part thereof for a further period of 8 (Eight) weeks of delay beyond which NSIC reserves the right to terminate the contract and the same executed through third party on cost recoverable from the bidder. Subject to maximum 10 % of the contract value.

13 SPECIAL TERMS & CONDITIONS OF TENDER

13.1 NON-PERFORMING SERVICE PROVIDERS

In case any of the service provider's work/PO/agreement is cancelled/terminated by NSIC LTD after award, due to non-performance, the service provider may be banned/debarred from participating in any future tenders upto 2 years or action as deemed fit may be taken by NSIC LTD.

13.2 INTELLECTUAL PROPERTY RIGHTS

- 1 Successful bidder shall indemnify NSIC LTD/MSME against all cost /claims / legal claims / liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use.
- 2 Ownership of data generated on usage of the system at any point in time during the contract or expiry shall rest absolutely with DC/MSME.
- 3 Ministry of MSME shall have absolute ownership of source code along with intellectual property rights (IPR) and successful bidder shall handover to NSIC the SOURCE CODE of ERP, Scheme Portal or any other codes or any document designed for the execution of the scope of the work including but not necessarily limited to: Technical design documents, functional specifications, drawings, blueprints, flow charts, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to NSIC for this project, on GO-Live of ERP/ Scheme Portal updated from time to time.

13.3 RIGHT TO ACCEPT OR REJECT ANY PROPOSAL

NSIC reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NSIC action.

13.4 NOTIFICATION OF AWARD

Prior to the expiration of the validity period, NSIC will notify the successful bidder in writing or email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, NSIC may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee NSIC will notify each unsuccessful bidder and return their EMD.

14 ANNEXURES

ANNEXURE – 1: PRE-BID QUERY FORMAT

Name of Organization:

Sr. no	RFP Clause no. / Sl. no. / Para no. & Page no.	Description as per RFP	Query	Suggestion

ANNEXURE – 2: FORMAT FOR BID COVERING LETTER

[ON THE LETTERHEAD OF THE BIDDER]

To,

Deputy General Manager (C&P)
The National Small Industries Corporation Limited
NSIC Bhawan, Okhla Industrial Estate,
New Delhi– 110 020

Sub: RFP no. _____ dated _____ for _____

Dear Sir,

Having examined the RFP documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to conduct evaluation study to NSIC as mentioned in RFP document in conformity with the said RFP documents in accordance with the Commercial Bid and made part of this RFP.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

We have read, understood and accepted the Terms/Conditions/ Rules mentioned in the RFP. Until a formal contract is prepared and executed, this RFP offer, together with NSIC's written acceptance thereof and NSIC's notification of award, shall constitute a binding contract between us.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We have never been barred/ black-listed by any regulatory / Statutory Authority / PSU/ Government undertaking in India.

We also understand that the whole bidding exercise may be scrapped without assigning any reason and it is acceptable to us.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We certify that we have provided all the information requested by NSIC in the format requested for. We also understand that NSIC has the exclusive right to reject this offer in case NSIC is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that

the information submitted is true to our knowledge and NSIC reserves the right to reject the offer if anything is found incorrect.

Yours Sincerely,

Signature of the Service provider with stamp

Name:

Designation:

Date:

ANNEXURE – 3: BIDDER’S AUTHORIZATION CERTIFICATE

[ON THE LETTERHEAD OF THE BIDDER]

To,

Deputy General Manager (C&P)
The National Small Industries Corporation Limited
NSIC Bhawan, Okhla Industrial Estate,
New Delhi– 110 020

<Bidder’s Name> _____

<Designation> _____ is hereby authorized to attend per-bid meetings and bid openings in the course of processing above said tender on behalf of M/s. _____
_____.

Yours Sincerely,

Signature of the Service provider with stamp

Name:

Designation:

Date:

ANNEXURE – 4: FORMAT FOR NDA

Non-Disclosure Agreement (NDA)
Third Party Non-Disclosure Agreement

This Agreement made on this _____ 2024(the 'Effective Date') at_____.

BETWEEN:

(1) **National Small Industries Corporation Limited (A Government of India Enterprise) NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020**

AND

(2) **M/s -----(Add)----- (hereinafter referred as "Service Provider") which expression shall mean and include its successors, executors, administrators, and permitted assigns:**

(here in after referred to, individually, as the "**Party**" and collectively, as the "**Parties**")

Background:

- i) The Parties have entered into a contract/agreement dt.-----for PROVIDING DIGITAL SOLUTIONS TO MSME.
- ii) The Parties may, in during the subsistence/execution of the contract, disclose to each other information that is technically and /or commercially confidential.
- iii) The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and, on the terms and conditions of this tender/contract.

Now it is agreed as follows:

1.0 Definitions:

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

1.1 'Disclosing Party' means the Party disclosing Confidential Information to the other Party under this Agreement.

1.2 'Receiving Party' means the Party receiving Confidential Information from the other Party under this Agreement.

1.3 'Confidential Information' means any information, which shall include but is not limited to, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, beneficiary/ies under the Digital Solution to MSMEs, concepts ----, ----- and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of furnished by the Disclosing Party to the Receiving Party under this Agreement.

1.3.1 Such Confidential Information shall also include but shall not be limited to:

1.3.1.1 Information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;

1.3.1.2 Information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;

1.3.1.3 Information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or

1.3.1.4 Notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.

1.3.2 Such Confidential Information shall not include any information which:

1.3.2.1 is, at the time of disclosure, publicly known; or

1.3.2.2 becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or

1.3.2.3 the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or

1.3.2.4 is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or

1.3.2.5 The Receiving Party can demonstrate to the satisfaction of the Disclosing Party has been developed independently of its obligations under this Agreement and without access to the Confidential Information.

1.3.2.6 Any disclosure which is pursuant to order of any court, judicial authority or quasi-judicial authority.

1.4 'Affiliate' means any legal entity which, at the time of disclosure to it on any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.

2.0 Non-Disclosure of Confidential Information:

2.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the execution/performance of the contract, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with **Clause 4**.

2.2 In addition to the undertaking in Clause **2.1**, the Receiving Party shall be liable for:

2.2.1 Any loss, theft or other inadvertent disclosure of Confidential Information, and

2.2.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

2.3 The Receiving Party understands and agrees that:

2.3.1 Any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;

2.3.2 A combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

2.4 The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3.0 Use of Confidential Information:

The Receiving Party is entitled to use the Confidential Information but only for the purpose of execution of the contract and not beyond work order.

4.0 Permitted Disclosure of Confidential Information:

- 4.1 The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.
- 4.2 The Receiving Party shall limit the dissemination of Confidential Information of its Affiliates and employees having a need to receive such information to carry out for the performance of the contract.
- 4.3 The Receiving Party may disclose Confidential Information to its consultants, contractors, sub-contractors, agents or similar persons and entities having a need to receive such information for the performance of the contract on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.
- 4.4 Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

5.0 Copying and Return of Furnished Instruments:

- 5.1 The Receiving Party shall not be entitled to copy samples, documents, or data furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the performance of the contract.
- 5.2 All data and other information furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.
- 5.3 At any time upon request from the Disclosing Party or upon the termination/ expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

6.0 Non-Disclosure of Negotiations:

Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties have entered into the contract for -----
The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions/correspondence. The undertaking set forth in this agreement shall survive the termination of this Agreement.

7.0 Term and Termination:

7.1 This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

7.2 This Agreement shall remain in force forfrom the Effective Date, except to the extent this Agreement is superseded by stipulations of the any other further Agreement. Notwithstanding the foregoing the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

7.3 The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for afrom the date of termination of work order.

8.0 Intellectual Property Rights:

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

9.0 Future Agreements:

Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

10.0 Amendments:

Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

11.0 Severance:

If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed

not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

12.0 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Delhi, India.

13.0 General:

13.1 The Disclosing Party shall not have any liability to the Receiving Party for any claims made by third parties arising out of their use of the Disclosing Party's trademarks (including "Logo") or marketing materials. The Receiving Party agrees to indemnify the Disclosing Party for any loss, liability, damages, cost or expense (including attorney's fees) arising out of any claims, which may be made against the Disclosing Party arising out of their use of the Logo or marketing materials where such claim relates to their activities, products or services. Notwithstanding above, the Receiving Party shall have no obligation to indemnify the Disclosing Party with respect to a claim of trademark or copyright infringement based upon their use of the Logo or marketing materials, as expressly permitted under this Agreement.

13.2 The Receiving Party shall disclose of any similar agreements explicit or otherwise, for similar purpose/application with in its own organization, or any other third party.

13.3 In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party.

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the

Parties on the day and year first above written.

For and on behalf of

**The National Small Industries Corporation
Limited**

(A Government of India Enterprise)
NSIC Bhawan,
Okhla Industrial Estate,
New Delhi – 110 020

Sign.:

Name:

Designation:

For and on behalf of

M/s.....

Sign.:

Name:

Designation:

ANNEXURE – 5: FORMAT FOR NON-BLACKLISTING CERTIFICATE

[TO BE SUBMITTED ON THE LETTERHEAD OF THE
BIDDER]

To,

Deputy General Manager (C&P)
The National Small Industries Corporation Limited
NSIC Bhawan, Okhla Industrial Estate,
New Delhi– 110 020

Sub: Non-Blacklisting declaration in connection with RFP No: <<.....>>, <<date>>

Dear Sir,

This is to notify you that our <<**Name of the Firm/Company/Organization**>> is not declared ineligible for corrupt and fraudulent practices or blacklisted/debarred by Central Government or any State Government organization / department / PSU in India at the time of submission of the bid.

Yours Sincerely,

Signature of Authorized Signatory with stamp

Name:

Designation:

Date:

ANNEXURE – 6: FORMAT FOR EMD AS BANK GUARANTEE.

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE
PURCHASED IN THE NAME OF THE ISSUING BANK)

To

The National Small Industries Corporation Limited (NSIC)
NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020 India

**Subject: -Bank Guarantee No.....Dated.....Bank Guarantee
Amount.....Valid upto.....Claim Period upto**

Dear Sir,

1. Whereas The National Small Industries Corporation Limited (NSIC) NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020 India had floated RFP No _____ dated _____ inviting proposals for **PROVIDING DIGITAL SOLUTIONS TO MSMEs** and M/s, complete address _____. (here in after referred to as the "Bidder") is submitting the Proposal for.....as defined in the said RFP.
2. Whereas as per the condition of RFP, the Bidder is required to furnish EMD in the form of bank guarantee for Rs _____ (in words & figures) in favour of NSIC to secure Bidder's obligation under the RFP.
3. The _____ (Banker's Name & Address) (hereinafter referred to as "the Bank") do hereby expressly, irrevocably and unconditionally undertaking to pay an amount not exceeding Rs_(Rupees _____ only) without any demur, merely on demand from NSIC on account of non-fulfilment of the obligations under the RFP and/or RFP Documents within the validity period upto _____. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the Bidder in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between NSIC and the Bidder, indulgence to the Bidder by NSIC or by any alterations in the obligation of the Bidder or by or by any forbearance whether as to payment, time, performance or otherwise
5. This guarantee shall remain in full force and effect _____.
6. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, as the case may be, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
7. This guarantee shall be continuing guarantee and shall not be discharged by any change

in the constitution of the Bank or in the constitution of the Bidder.

8. This Bank guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing Bank through Structured Financial Messaging System (SFMS) to _____ Bank, _____ (address of NSIC's Bank) having IFSC _____, Account No. _____ through SFMS and authenticated by the said NSIC's Bank.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Bidder in writing.
10. Notwithstanding anything contained herein before our liability under this bank guarantee:
 - i. Shall note exceed Rs. _____ (Rupees _____ only).
 - ii. This Bank Guarantee shall be valid upto.....and having claim period upto _____
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee as demanded by NSIC and only and only if NSIC serve upon us a written claim or demand on or before.....
 - iv. Further, the amount of invocation of the Bank Guarantee shall be remitted to NSIC's account no. _____ with (IFSC _____) under written intimation to NSIC (address).

Dated the _____ day of _____ for (indicate the name of the Bank).

Date: _____

Authorised Signatory _____

Stamp _____

Note: Bank Guarantee issued by only Scheduled Commercial Bank or State Bank of India will be accepted.

ANNEXURE – 7: FORMAT FOR PERFORMANCE BANK GUARANTEE

To

The National Small Industries Corporation Limited
(NSIC) NSIC Bhawan, Okhla Industrial Estate, New Delhi-
110020.

Subject: -Bank Guarantee No _____ Dated _____ Bank
Guarantee Amount _____ Valid upto _____ Claim Period upto _____

1. Whereas The National Small Industries Corporation Limited (NSIC) NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020 India had floated RFP No dated _____ inviting proposals for **PROVIDING DIGITAL SOLUTION TO MSMEs** and M/s, _____, complete address. (hereinafter referred to as the “Service Provider”) was selected for.....as defined in the said RFP and whereas the service provider has undertaken to submit a bank guarantee for 5% of total accepted Proposal value amounting to Rs. _____ (amount of the guarantee in figures and words) to secure its obligations under the RFP in favour of the NSIC.

The _____ (Banker’s Name & Address) (hereinafter referred to as “the Bank”) do hereby expressly, irrevocably and unconditionally undertaking to pay to an amount not exceeding Rs. (Rupees.....only) without any demur, merely on demand from NSIC on account of non- fulfilment of the obligations under the RFP and/or RFP Documents within the Validity Period for delivery of service by selected service provider upto. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

2. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SERVICE PROVIDER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
3. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SERVICE PROVIDER, indulgence to the SERVICE PROVIDER by you or by any alterations in the obligation of the SERVICE PROVIDER or by any for bearance whether as to payment, time, performance or otherwise.
4. This guarantee shall remain in full force and effect till twelve months beyond the Validity Period for delivery of service by selected service provider as specified in the RFP and/or Tender Documents i.e. upto..... (expiry date).

5. The Bank Guarantee should remain valid for a period of 14 months beyond the Validity Period for services provided by selected service provider.
6. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, as the case may be, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities here under.
7. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or NSIC or in the constitution of the SERVICE PROVIDER.
8. This Bank guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing Bank through Structured Financial Messaging System (SFMS) to Bank(address of NSIC's Bank) having IFSC, Account No. through SFMS and authenticated by the said NSIC's.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NSIC Ltd in writing.
10. Not with standing anything contained herein before our liability under this bank guarantee:
 - i. Shall not exceed Rs. _____(Rupees_only).
 - ii. This Bank Guarantee shall be valid upto _____and having claim period upto _____.
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee as demanded by NSIC and only and only if NSIC serve upon us a written claim or demand on or before
 - iv. Further, the amount of invocation of the Bank Guarantee shall be remitted to NSIC's account no.....with (IFSC)..... under written intimation to NSIC (address).

Date: _____

Authorised Signatory Sign with stamp.

(Note: - Bank Guarantees issued by only Scheduled Commercial Bank or State Bank of India will be accepted.)

ANNEXURE – 8: PROJECT EXPERIENCE

S.No.	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the Project	
Brief Description of scope of Project		
Size of the Project		
3	Contract Value of the Project (in crore) excluding taxes	
4	Contract Value of the Project (in crore) including taxes	
Project Details		
5	Name of the Project	
6	Start Date & End Date	
7	Contract Tenure	
8	Type of Project	

Date: _____

Authorised Signatory Sign with stamp.

ANNEXURE-9: AVERAGE ANNUAL TURNOVER AND NET PROFIT

(ON THE LETTER HEAD OF STATUTORY AUDITOR OF THE BIDDER)

M/s <Name of the Bidder> _____

Address: _____

PAN No. _____

Is certified as follows for the following financial years

Sl. No.	Financial Year	Turnover from Similar Works (Rs. in crore)	Net Profit (PAT) (Rs. in crore)
1.	2020-21		
2.	2021-22		
3.	2022-23		

Average Turnover from similar works for Last Three Financial Years: _____

The Turnover and Net Profit mentioned above are certified.

Place : _____

Date: _____

UDIN: _____

Membership No.: _____

Signature & Seal of the Chartered Accountant.

ANNEXURE-10: FORMAT FOR FINANCIAL BID

Sr/No	Particulars	Qty.(no)	Rate	Amount
			(In Rs.)	in (Rs)
		A	B	C=AxB
1	a) Provide ERP Suite and Onsite Project Management Team (OPMT)	1		
	b) IT Infrastructure (hosting charges) and maintenance charges for ERP for each beneficiary unit (for 2 years from date of deployment for the respective beneficiary unit to be paid annually, if renewed)			
	i) Bronze	67500		
	ii) Silver	5250		
	iii) Gold	2250		
	c) ERP deployment charges for each beneficiary (One time basis)	75000		
2	a) Digital Scheme Portal Development with diagnostic tools and its maintenance	1		
	b) IT Infrastructure charges for Scheme portal and diagnostic tool (per annum)	2		
3	a) Website development & deployment charges for each beneficiary unit	75000		
	b) Website hosting and maintenance for each beneficiary unit (for 2 years from date of deployment for the respective beneficiary unit to be paid annually, if renewed)	75,000		
4	a) Mobile App development & deployment for each beneficiary unit	75000		
	b) Mobile App hosting and maintenance for each beneficiary unit (for 2 years from date of deployment for the respective beneficiary unit to be paid annually, if renewed)	75000		
5	Call centre charges per month	20		
	TOTAL COST			
	GST (@18%)			
	GRAND TOTAL(incl Taxes)			
	GRAND TOTAL (in words)			

Table 1

Note:-

- i. The amount quoted for 1(a) and 2(a) above in totality should not exceed 30% of the amount quoted for total financial bid amount excluding GST. Such bids shall not be accepted.
- ii. In case of a difference in the amount quoted in words and figures, the individual quoted rates for each unit will be taken as final and subsequent calculations will be done based on quoted rates.
- iii. The contract period is one year after the scheme validity period. However, enrolment of new beneficiary shall be upto the scheme validity period (Current Scheme validity period is upto March 31, 2026).

Date: _____

Authorised Signatory Sign with stamp.

ANNEXURE – 11: LIST OF TECHNICAL MANPOWER

Sl. No.	Name of the Employee	Qualification	Designation	Experience	Working Since

Date: _____

Authorised Signatory Sign with stamp.

ANNEXURE –12: BID SECURING DECLARATION

(ON BIDDER'S LETTER-HEAD)

Documents relating to Bid Security

(To be submitted as part of Proposal, along with supporting documents like UDYAM Registration Certificate)

A Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security must submit this declaration.

Bidder's Name _____ [Address and Contact
Details] _____

Bidder's Reference No. _____ Date _____ To

Deputy General Manager (Contract & Procurement)

The National Small Industries Corporation Limited

(NSIC) NSIC Bhawan, Okhla Industrial Estate,

New Delhi-110020

Tender Ref. No.: NSIC/HO/BD/DSF/114/DIGITAL MSME SCHEME/2023-24/

Tender Title: RFP for providing digital solutions to MSMEs

Sir/Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this RFP Document, the Proposal must be supported by a Bid Securing Declaration In lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender of NSIC for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the RFP conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the validity of Proposal; or
2. being notified within the validity of Proposal of the acceptance of our Proposal by the NSIC:
 - a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the

RFP Document.

- b) Fail or refuse to accept the Vendor Selection Letter.

We know that this bid-Securing Declaration shall expire if we are not selected as vendor for providing digital solutions to MSMEs, upon:

- 1) receipt by us of your notification:
 - a. of cancellation of the entire RFP process or rejection of all Proposals or
 - b. of the name of the successful bidder or
- 2) Sixty days after the expiration of the validity of Proposal or any extension to it.

Signature of bidder _____

Duly authorized to sign the RFP

Date _____

Address _____

Note: The above declaration, duly signed and sealed by the authorized signatory of the entity on its letterhead, should be uploaded with Proposal.

ANNEXURE – 13 : BIDDER ENTITY & PROFILE

Sl.No.	Particulars	Details
1.	Name of the Participating Bidder	
2.	Registered Address	
3.	Telephone No.	
4.	Mobile No.	
5.	Email ID	
6.	Name of Authorized Signatory	
7.	Constitution of Bidder (Private Ltd./ Public Ltd./Partnership/LLP/ Autonomous)	
8.	PANNo.	
9.	GST Number	

NOTE: ALL FIELDS ARE MANDATORY. ANY MISSING/ INCOMPLETE INFORMATION WILL LEAD TO REJECTION OF THE PROPOSAL.

SIGNATURE & SEAL OF THE
AUTHORISED SIGNATORY

ANNEXURE – 14 : Power of Attorney Duly Notarized

(TO BE SUBMITTED BY PARTNERSHIP FIRMS/LLP ON NON-JUDICIAL STAMP PAPER OF RS.100/-
)

To

Deputy General Manager (Contract & Procurement)
The National Small Industries Corporation Limited
(NSIC) NSIC Bhawan, Okhla Industrial Estate,
New Delhi-110020
Tender Ref. No.: NSIC/HO/BD/DSF/114/DIGITAL MSME SCHEME/2023-24/

_____ <Authorized Signatory's Name>, _____ <Designation> is hereby authorized to physically and digitally sign relevant documents on behalf of _____ <Company Name > in dealing with this RFP for Selection of agency for providing digital solutions to MSMEs. He/ She is also authorized to attend meetings and submit Technical & Commercial Proposal/ information as maybe required in the course of processing above said RFP. The signatures of Authorized Signatory are attested below.

Thanking You,

Sign: _____

Name: _____

Designation: _____

Seal: _____

Date: _____

Signatures of Authorized Signatory (authorized under this POA)

Signatures of All the designated Partners with Names (in case of Partnership Firm/LLP)

(In case of Private/ Public Limited Company/ Autonomous, authorization through Board Resolution shall be submitted.)

ANNEXURE – 15: SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made at..... theday of Between National Small Industries Corporation Ltd..... (address), a company registered under the Companies Act, 1956 (1 of 1956) and having its registered office at----- (hereinafter called “NSIC” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART**

And

..... (Name of Successful Bidder/Contractor) of (specify the registered office of the Successful Bidder) (here in after called “**Successful Bidder/Service Provider**” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

NSIC and Successful Bidder/Service Provider are hereinafter collectively referred to as "Parties" and individually as Party-

WHEREAS NSIC vide its RFP No. [] dated [] (RFP) had invited Bids from the eligible Bidders for [] (please specify the purpose of RFP).

WHEREAS the Successful Bidder/Service Provider has represented that it is engaged in the business of providing the services of ----- and has all the requisite skills, expertise, experience and necessary facilities for providing/rendering/delivering the service(s) as per Scope of Work of RFP and/or Work Order/s of ----- to -----.

WHEREAS NSIC relying upon the representations and warranties made by the Successful Bidder/Service Provider, has accepted its Bid for rendering/delivering the service(s) under the Scope of RFP and/or Work Order/s for the sum of Rs. _____ (Contract Price

in Words and Figures) (hereinafter called “**the Contract Price**”). In the said premises, the Parties hereby enter into this Agreement to provide the service(s) as per Scope of Work of RFP and/or Work Order/s, on the terms and conditions appearing hereinafter

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the RFP.

The RFP together with all Annexure, Schedules and Forms of RFP amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of these presents. This Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

In consideration of the payment of the Contract Price in accordance and subject to terms and conditions contained in RFP by _____ to the Successful Bidder, the Successful Bidder/Service Provider hereby agrees and covenants with NSIC to provide/render/deliver the service(s) and to remedy defects/shortcomings, if any therein, strictly in conformity in all respects with the provisions of the Contract/scope of RFP and/or Work Order/s.

_____ hereby agrees and covenants to pay the Successful Bidder/Service Provider in consideration of the service(s) and the remedying of defects/shortcomings, if any therein, as per Scope of Work of RFP and/or Work Order/s the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Order of precedence: In the event of a conflict between the terms and conditions included in the tender documents and terms and conditions included in the agreement/work order, the order of precedence shall be as follows:

- (i) RFP
- (ii) Work order
- (iii) Service Level Agreement/amended agreement
- (iv) Addendums, if any,
- (v) Any other documents forming part of the RFP

Indemnity: The Successful Bidder hereby indemnifies, protects and saves NSIC and holds the NSIC harmless from and against all claims, losses, costs, damages, expenses, charges including legal expenses (Attorney, Advocates fees included) which NSIC may suffer directly or indirectly from an act or omission of the Successful Bidder, its employees, its agents in the performance of the services provided under the contract, Breach of any of the terms of this RFP or breach of any representation or warranty by the Successful Bidder, Use of the deliverables and or services provided by the Successful Bidder,

Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this Work. The Successful Bidder further indemnifies NSIC against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on NSIC for malfunctioning of the software or deliverables at all points of time, provided however, NSIC notifying the vendor in writing immediately on becoming aware of such claim. The Successful Bidder hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. NSIC shall report as far as possible all material defects to the bidder without undue delay. Nothing contained in RFP/contract shall impair NSIC's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.

Miscellaneous: Bidder shall be responsible to defend any suit, claim, case etc. arising out of the contract/project/work filed against NSIC either by the beneficiary MSME or by bidder's employees/persons/ contractor(s)/ suppliers before any court/forum/authority. Bidder shall take all reasonable steps for settling such disputes and shall alone bear all legal expenses, cost, charges etc. thereof and will keep NSIC apprised/advised of the same from time to time. Further, Bidder shall also solely be liable to pay any awarded/decreed amount by court/forum/authority etc.

ARBITRATION:-

All disputes or differences what so ever arising among the parties under and/or in connection with and/or in respect of this Agreement shall be referred to and decided by a Sole Arbitrator appointed in accordance with Arbitration and Conciliation Act of 1996. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time and the venue of arbitration shall be in New Delhi.

Or

(In case of Govt. Departments/entities)

For Public Sector Undertaking / Government Departments: "In the event of any dispute of difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as motioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14.12.2022. Any party aggrieved with the decision of the committee as the 1st level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 Days from the date of receipt of decision of the committee at First level, though its Administrative Ministry/Deptt in terms of para 4, 5 and 7 of above DPE OM dated 14.12.2022, whose decision will be final and binding on all concerned".

The courts at Delhi shall have exclusive jurisdiction. **IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed on the day, month and year first above written.

Signed and Delivered by

the with name and

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: - _____ Date :- _____

IN THE PRESENCE OF

1. Signature

Name: - _____

End of Tender Document
