

Request for Proposal (RFP)  
for  
Third Party Evaluation  
of  
***Corporate Data Management (CDM)  
Scheme***

August, 2025

Government of India  
Ministry of Corporate Affairs

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No- Q-14008/1/2019-Stats  
Government of India  
Ministry of Corporate Affairs  
Statistics Division

4th Floor, HT House  
KG Marg, New Delhi-110001  
13<sup>th</sup> August, 2025

### **Request for Proposal**

#### **Notice: Request for Proposal (RFP) for Third Party Evaluation of Corporate Data Management Scheme- a Central Sector Scheme**

Ministry of Corporate Affairs (MCA) is concerned with administration of the Companies Act 2013, the Companies Act 1956, the Limited Liability Partnership Act, 2008 & other allied Acts and rules & regulations framed there-under mainly for regulating the functioning of the corporate.

2. Corporate Data Management (CDM), Central Sector Scheme was launched in 2015-16, to create an in-house Data Mining and Data Analytics facility to provide a forward linkage to MCA21 data repository, by transforming statutory filing into a statistical data warehouse system and to build MCA's own advance Data Analytics hub.

3. This Ministry intends to invite proposals for third party evaluation of Corporate Data Management Scheme through Government e-Marketplace (GeM), from national agencies/firms/ organizations/ institutions, which have requisite experience in this field as detailed in the RFP.

4. Interested applicants are requested to submit their response to the RFP via GeM on or before **16<sup>th</sup> September, 2025**.

Sd/-  
Akhilesh Kumar Singh  
Under Secretary to the Government of India  
Tel. No. 23385382

## **Disclaimer**

1. The Request for Proposal (RFP) Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Document is to provide the Bidder(s) with information to assist them in participation in this Process.
2. MCA will not be liable to any prospective applicant/ firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of MCA or their employees, or otherwise arising in any way from the selection process.
3. MCA will not be responsible for any delay in receiving the proposals. The issuance of this RFP does not imply that MCA is bound to select an applicant or to appoint the Selected Applicant, as the case may be, for the services and MCA reserves the right to accept/reject any or all of proposals submitted in response to RFP document, at any stage, without assigning any reasons whatsoever. MCA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP application.
4. MCA reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of MCA and Government E-Market (GeM) portal

## **Invitation for Proposals**

## **Subject- Request for proposal for undertaking third party evaluation of Corporate Data Management Scheme**

### **1. Introduction**

The Ministry invites proposals from reputed consulting firms/agencies for conducting a third-party evaluation of the CDM scheme. The objective of this evaluation is to assess the effectiveness, efficiency, impact of the scheme in meeting its intended goals and to develop strategies for transition of the CDM to a self-sustaining model.

### **2. Background**

- i. The CDM scheme is designed to streamline corporate data management, enhance data quality, and improve access to corporate filings for policy and research purposes. The scheme includes various components such as business intelligence tools, data validation mechanisms, and secure data sharing protocols.
- ii. Companies registered with the Ministry of Corporate Affairs in India are mandated to file all documents relating to incorporation, compliance, approvals, annual statutory returns, etc. electronically through the MCA21 system. The process of filings has resulted in the accumulation of a plethora of information and MCA21 became the electronic repository of Indian corporate sector. The vast electronic information within the MCA21 repository remained largely untapped due to its non-machine-readable format. Most of the information was stored in static documents like PDFs, Excel spreadsheets, and XML files, hindering its analysis and utilization.
- iii. The Ministry receives requests from government and non-government agencies, research institutes, individual researchers etc. for updated, authentic company level information in the complete enumeration frame. To effectively meet this demand, it is necessary that raw data undergoes processes like data cleaning, data pre-processing, data mining and data analytics. It would involve activities such as identification of correct economic activity, rectification of misreported company finances data, and estimating/collecting missing data for each company.
- iv. In order to undertake the activity of Data mining, Data Cleansing and implementation of Data Warehousing and Business Intelligence system on top of the existing information stored in MCA databases, Ministry of Corporate Affairs launched the Central Sector Scheme viz. Corporate Data Management (CDM) in 2015-16, to create an in-house Data Mining and Data Analytics facility to provide a forward linkage to MCA21 data repository, by transforming statutory filing into a statistical data warehouse system and to build MCA's own advance Data Analytics hub.
- v. One of the functions exclusively assigned to the Ministry of Corporate Affairs is collection of Statistics relating to Companies. Apart from accessing information readily available in the system, CDM collates supplementary information from companies as and when needed for policy analysis and regulation, etc. Thus the

scheme entails conversion of statutory files into statistical information for data analysis. CDM has enabled Ministry of Corporate Affairs to comply with the data requirement of the National Data Sharing and Accessibility Policy-2012 (NDSAP-2012) implemented by Ministry of Electronics and Information Technology (MeitY), that requires Ministries/Departments to disseminate government owned shareable data and information in a proactive and periodically updatable manner.

- vi. CDM has been working towards establishing advance analytical hub for the Ministry for data-driven insights and decision-making, empowering proactive policy analysis, macro-economic analysis, efficient enforcement, and innovative research. Through the scheme, CDM has reached out to various stakeholders to provide analytical expertise and out-of-box innovative intelligent solutions/insights. CDM has also been ensuring regular Data sharing for Calculation of National Indicators such as GVA/GDP, catered to Data Requests of Stakeholders.

### **3. Objectives of the Evaluation**

The third-party evaluation aims to assess the effectiveness, efficiency, relevance, and sustainability of the CDM Scheme.

- Evaluate the Scheme's deliverables, impact, and user satisfaction.
- Identify operational gaps, including HR attrition, capacity constraints, and infrastructure risks.
- Benchmark CDM with similar national/international best practices.
- Recommend actionable steps for strengthening CDM's operations, HR structure, and future scalability.
- To analyze the security, confidentiality, and access control mechanisms.

### **4. Scope of Work**

The selected agency will be responsible for:

- Conducting stakeholder consultations, including discussions with ministry officials, and data users.
- Performing a technical assessment of the data management including data storage and its security.
- Assess the technological infrastructure, system architecture, security measures, and access controls.
- Review budget allocations, operational expenditures, and conduct cost-benefit analyses relative to scheme outcomes.
- Explore self-sustainability, including potential revenue-generating mechanisms and scalable growth strategies.
- Suggest innovative tools, hardware, and software solutions that can improve performance, reliability, and scalability.
- Evaluate the operational, technical, and strategic risks along the change management processes, capacity to adopt new technologies, and mechanisms for continuous process improvement.
- Examine management structures, decision-making processes, and accountability mechanisms including organizational capacity and performance monitoring.
- Provide a detailed report with findings, insights, and recommendations.



## 5. Evaluation Methodology

The interested agencies must devise and indicate the methodology they are going to adopt in conducting such evaluation study which would be subject to acceptance by this Ministry. The assistance needed from Ministry and other Agencies/Ministries may be clearly indicated.

## 6. Eligibility Criteria/Pre-Qualification Criteria

The agencies/ institutions must fulfill the following pre-qualification conditions:

No.	Criteria	Documentary Proofs to be submitted
1	<p>The agency/institution must be any private/public limited company or partnership firm or autonomous body or organization or society or any other institution registered/incorporated under relevant statute. The agency should have <b>minimum 5 years of experience</b>, as on last date of bid submission in Evaluating IT or data management projects.</p> <p>The agency(s) must have Income Tax Registration (PAN) and GST Registration. Consortium/ Joint Venture/ Individuals are not allowed.</p>	<p>Relevant valid certificates of completion of IT and Data management projects.</p> <p>Certificate of registration</p> <p>Copy of PAN and GST Registration.</p>
2	<p>The Agency/Institution should not be blacklisted by any Central Ministries/ Departments/ State Governments / UT Administrations / PSUs/ PSBs and government autonomous bodies.</p> <p>The Agency/Institution should not be debarred by any Central Ministries/ Departments/ State Governments / UT Administrations / PSUs/ PSBs and government autonomous bodies.</p> <p>The Agency/Institution should also provide undertaking (self-certification from authorized signatory) that there has been no litigation pending with any Government Department on account of its services.</p>	<b>Annexure-1</b>
3	<p>The Agency/Institution must have done evaluation of at least three schemes / programmes / projects implemented by Central Government Ministries/</p>	<p>Work Order / completion certificates from clients or Statutory Auditor or CA/CS (<b>Annexure-1</b>).</p>

	<p>Departments / Organizations and / or State Governments / State Government Organizations during the last five financial years.</p> <p>In case of Startup (as defined by Department for Promotion of Industry &amp; Internal Trade), the same should not be less than two Central Sector Schemes annual budgetary allocation, of Rs. 25 crore or more, during the last five financial years.</p>	<p>Startup to provide a valid 'Certificate of Recognition' issued by the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce &amp; Industry, Govt. of India</p>
4	<p>Should have atleast 20 resources on payroll.</p> <p>The evaluators proposed for the evaluation must have B.Tech/ B.E/MBA/Master's in statistics/economics/mathematics degree. Researcher proposed for the evaluation must have B.Tech/ B.E/MBA/Bachelor's degree in Mathematics/Statistics/Economics</p>	<p>Portfolios of the relevant/proposed team members</p>
5	<p>Expertise of the firm in data governance, analytics, and business intelligence solutions</p>	<p>Certificate of completion of projects related to data governance, analytics, and business intelligence solutions</p>
6	<p>Bidder to have atleast one office in Delhi</p>	<p>Address proof including PAN &amp; GST</p>

**Note:**

- i. Any bid failing to fulfill the above stated eligibility criteria shall be summarily rejected. Technical Evaluation will be done only for those agencies which fulfill the Minimum Eligibility/ Pre-Qualification Criteria.
- ii. The bid document should be page numbered. A Content page indicating the above items (along with page numbers) should be included at the beginning of the bid document.
- iii. Projects which are renewal/ extension of previous projects will be counted as single for experience.

**7. Other Documents to be Submitted:**

- i. The agency/institution should submit a phase-wise plan for conducting the evaluation study as per the timeline mentioned in the RFP. Approach and methodology that will be followed by the agency/institution should also be submitted.

- ii. The agency/institution must comply with data protection regulations of India or Government auditing standards. An undertaking for the same to be submitted by the agency/institution.

## **8. Change in Eligibility Criteria**

If there is a change in the status of the bidder on any of the above clauses, at any stage, during the bid process until the award of the work, the bidder should immediately bring the same to the notice of MCA.

## **9. Period of Coverage**

Evaluation of the Scheme must be done as per the period of 15<sup>th</sup> Financial Commission Cycle i.e. for 2021-2026.

## **10. Deliverables and Timelines**

The evaluation consultant is expected to provide the following outputs:

### **i. Inception Report:**

- Detailed scope, methodology, work plan, and stakeholder engagement strategy along with timelines

### **ii. Mid-Term Report:**

- Preliminary findings, initial data analysis, emerging issues, challenges faced and how they have been overcome.

### **iii. Draft Evaluation Report:**

- A comprehensive report covering all evaluation dimensions, including detailed metrics, risk assessments, and recommended interventions.
- Submission of five (5) hard copies of Draft Evaluation Report along with supporting evidence (data tables, charts, and interview summaries).

### **iv. Final Evaluation Report:**

- Revised report incorporating Ministry feedback.
- Submission of 10 printed hard copies (both in Hindi and English) and associated soft copies including raw data, survey instruments, and interview transcripts.

### **v. Presentation of Findings:**

- Organize an interactive session or workshop with Ministry officials to present and discuss key findings and recommendations.

Timelines for the above deliverables would be as follows:

S.No.	Activity	Deadline
1	Award of Contract	T
2	Submission of Inception Report (scope, methodology and work plan)	T + 10 days
3	Finalization of inception report based on comments by Ministry	T+ 15 days
4	Submission of Mid-Term Report	T+ 30 days
5	Submission of Draft Evaluation Report	T+ 40 days
6	Comments on Draft Evaluation Report by Ministry	T+ 50 days
7	Final Evaluation Report Submission (hard & soft copies)	T + 60 days

## 11. Payment Schedule

Payments will be milestone-based and contingent on the acceptance of deliverables:

S No.	Payment Schedule	Deliverables
i.	1st installment of 20% of the total cost of the study will be released	On submission of five (5) hard copies of inception report (in color and English) along with softcopies in PDF and Word format to the satisfaction of MCA.
ii.	2nd installment of 20% of the total cost	On submission of five (5) hard copies of mid-term report (in color and English) along with softcopies in PDF and Word format, to the satisfaction of MCA
iii.	3rd installment of 30% of the total cost	On submission of five (5) hard copies of Draft Evaluation Report (in color and English) along with softcopies in PDF and Word format
iv.	4th instalment of 20% of the total cost	On submission and acceptance of the final evaluation report by the Competent Authority of MCA and receipt of ten (10) hard copies of the final report (in color, both in Hindi and English) along with softcopies in Word and PDF format and basic data which became the basis of the report.
v.	5th instalment of 10% of the total cost	On successful presentation of findings to the officials of Ministry and answering all the queries.

## 12. Cost of the Evaluation (Financial Bid)

- In the financial bid, the bidders should quote a lump-sum amount towards cost of the evaluation.
- Total cost of evaluation study quoted should be “all inclusive” lump sum cost for complete evaluation of the Scheme covered under the scope of work, including all expenses, by whatever name called, like Personnel Costs [Remuneration for Key Personnel and Other Professional Personnel (inclusive of all personal allowances)], Secretarial Expenses, Reports and Document Printing, Translation,

Surveys, Travelling Expenses, Out of Pocket Expenses, Miscellaneous Expenses etc.] and Overhead Expenses etc.

- iii. The financial bid should be inclusive of all taxes, duties, levies including GST.

### 13. Procedure for Submission of Proposal

The RFP document can be downloaded from the Official Website of this Ministry ([www.mca.gov.in](http://www.mca.gov.in)) and GeM portal. The Organization shall submit its bid in the GeM portal on or before the date and time as mentioned below:

No.	Event	Date and Time	Venue for the Pre-bid meeting(s)
1	Start RFP date i.e. Floating of RFP	As per GeM	4 <sup>th</sup> Floor, Ministry of Corporate Affairs, HT House, K.G. Marg, New Delhi
2	Last date and time for submission of queries/ requests for clarification and for registration for the pre-bid meeting(s)	22 <sup>nd</sup> Aug, 2025	
3	Date and Time of Pre bid meeting(s)	28 <sup>th</sup> Aug, 2025	
4	Date for publication of response to the queries/requests for clarification	04 <sup>th</sup> Sept, 2025	
5	Last date of submission of bids	16 <sup>th</sup> Sept, 2025	
6	Date of opening of technical bids	25 <sup>th</sup> Sept, 2025	
7	Opening of financial bid for technical qualified bidders	06 <sup>th</sup> Oct, 2025	

#### Note:

- a. Changes in the above schedule, if any, will be at the sole discretion of MCA and communicated through GeM Portal.
- b. In case of any eventuality, the date as indicated above happens to be Government Holidays or weekend, the date shall be shifted to next working day.

### 14. Bid Security/Earnest Money Deposit (EMD)

- i. The bidder shall furnish, as part of its bid, a bid security (EMD) of **Rs. 50,000/-** in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee [including eBank Guarantee] from any of the Commercial Banks, in favour of PAO, Ministry of Corporate Affairs payable at New Delhi, valid for a period of forty-five days beyond the final bid validity period.
- ii. The Demand Draft in original shall be placed in an envelope and marked as — EMD - [name of assignment] and —Not to be opened except in the presence of evaluation committee. This envelope shall be delivered to MCA in physical form before the last date of bid submission. In addition, a scanned copy (in pdf format) may also be uploaded on GeM Portal. Bids received without the specified Earnest

Money Deposit or the Bid Securing Declaration, as the case may be, will be summarily rejected.

- iii. MCA will not be liable to pay any interest on EMD. The EMD received from the unsuccessful bidders will be returned to them without interest at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of contract. The Selected Applicant's Earnest Money shall be returned, without any interest upon the Applicant accepting the Work Order and furnishing the Performance security in accordance with provision of the RFP and Work Order.
- iv. MCA will be entitled forfeit and appropriate the EMD as mutually agreed loss and damage payable to MCA in regard to the RFP without prejudice to MCA any other right or remedy under the following conditions:
  - a. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP;
  - b. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by MCA from time to time,
  - c. In the case of the Selected Applicant, if the Selected Applicant fails to accept the Work Order or provide the Performance Security within the specified time limit, or
  - d. If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to MCA.
- v. Any entity which has been barred by the Central Government, any State Government, a statutory or by order of a judicial/regulatory authority or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the last date of bid submission, would not be eligible to submit a Proposal.
- vi. An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

*Note:*

- a. *Relaxation from Bid security, as per GFR, will be granted to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIT).*
- b. *MSEs and Start-ups would, however be required to furnish a bid security declaration as per **Annexure-II** in accordance with Rule 170 (iii) of the GFR.*
- c. *Any other exemptions from EMD as per extant guidelines will also be granted.*

## 15. Performance Security

- i. To ensure due performance of contract, the successful bidder needs to submit a Performance Security of 5% of the value of contract as specified in bid document. Performance Security may be furnished in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee [including e-Bank Guarantee] from a Commercial bank in India in favour of PAO, Ministry of Corporate Affairs payable at New Delhi.
- ii. The Performance Security should remain valid for a period of sixty days beyond the date of completion of contractual obligations of the supplier including warranty obligations. However, institutions / organisations under the administrative control of Government are exempted from furnishing the Performance Security.

## 16. Method of Bid Evaluation

Quality and Cost Based Selection (QCBS) method of evaluation will be adopted for selecting the bidder. The technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%.

### Technical Bid Evaluation Criteria

The following technical bid evaluation criteria would be followed:

S.No	Criteria	Maximum Marks
<b>1</b>	<b>Past Experience</b>	<b>30</b>
i	Conduct and completion of evaluation studies in last 5 financial years (2020-21 to 2024-25) in the field of IT or Data management.  [upto 3 studies = 1 mark, 1 mark for each additional study beyond three , subject to a maximum of 10 marks]	10
ii	Out of 1(i) above, number of evaluation studies having worth Rs. 25 lakh and above (awarded / completed cost)  [one study = 1 mark, 1 mark for each such study subject to a maximum of 10 marks]	10
iii	Out of 1(i) above, number of studies pertaining to third party / external evaluation of schemes / programmes / projects implemented by Central Government Ministries / Departments / Organizations and / or State Governments / State Government Organizations  [one study = 1 mark, 1 mark for each such study subject to maximum of 10 marks]	10
<b>2</b>	<b>Financial Strength of the Organization</b>	<b>10</b>

	Average Annual Turnover / Revenue Receipts from evaluation studies in the field of IT or Data management in last three financial years (2022-23 to 2024-25)  Less than or equal to Rs 50 lakh turnover = 0 marks More than Rs.50 lakh to Rs. 75 lakh = 4 marks More than Rs.75 lakh to Rs. 1 crore = 8 marks More than Rs. 1 crore = 10 marks	10
<b>3</b>	<b>Experience of Personnel</b>	<b>30</b>
	Marks shall be awarded for the relevant experience based on the years of experience which is given below:	
	<b>Team Leader with minimum qualification of B.Tech /B. E/MBA and (Maximum 15 marks)</b> Less than or equal to 5 years: 0 marks More than 5 years to 7 years: 5 marks More than 7 years to 9 years: 10 marks Above 9 years: 15 mark	15
	<b>Evaluation Expert with minimum qualification of B.Tech /B. E/MBA/Masters degree in Maths/Statistics/Economics or MBA (Maximum 10 marks)</b> Less than or equal to 3 years: 0 marks More than 3 years to 4 years: 5 marks More than 4 years: 10 marks	10
	<b>Researcher with minimum qualification of B.Tech /B. E/MBA/Bachelor's degree in Maths/Statistics/Economics (Maximum 5 marks)</b> Less than 3 year: 0 marks More than or equal to 3 year: 5 marks	5
<b>4</b>	<b>Approach and Methodology- to be mentioned by the firm in the proposal</b>	<b>30</b>
	Approach and Methodology that will be followed by the organization. Organization to also demonstrate its strength, capacity, experience, ability to complete as per time lines of RFP	30
<b>Total</b>		<b>100</b>

ii. The highest evaluated absolute technical score (Tmax) will be given the maximum technical score (Tn) of 100 points. The technical scores (Tn) of other bidders will be computed as per the formula for determining the technical scores as given below:

$$\text{Normalized Technical Score of a Bidder (Tn)} = 100 \times (T1 / Tmax)$$

T1 = Absolute Technical Score for the bidder under consideration.

Tmax = Maximum Absolute Technical Score obtained by any bidder.

Tn = Normalized Technical Score for the bidder under consideration.



## Financial Bid Evaluation Criteria

Financial bids of the qualified bidders will be evaluated by the same Committee, with the lowest bid (FL) scoring 30 marks and higher bids (FH) scoring as (FL/FH) \*30.

Combined score determines the H1 bidder.

In the event the composite bid score are “**tied**”, the Agency securing the highest technical score will be adjudicated as the selected Agency for award of the project.

### **17. Scrutiny of Proposal and Method for Selection of Bidder**

- i. The last date of receiving online bids will be notified on GeM portal. The Technical bid would be opened on the designated date and time (to be notified on GeM) by a duly constituted committee.
- ii. Quality and Cost Based Selection (QCBS) method of evaluation will be adopted for selecting the bidder. The technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%.
- iii. The scrutiny / evaluation of the proposals shall be carried out in two stages. At the first stage fulfilment of minimum eligibility conditions prescribed in para 6 will be checked. Proposals fulfilling these conditions will be taken up for detailed technical evaluation as per para 16.
- iv. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded. The financial proposals are not opened till the technical evaluation is complete.
- v. MCA reserves the right to reject any or all the bid in full or part without assigning any reason thereof. The decision of the MCA shall be final in this regard.

### **18. Pre-Bid Meeting & Clarifications**

- i. MCA shall hold pre-bid meeting(s) with the prospective bidders on the designated date and time (to be notified on GeM), in the Conference Hall of the MCA, 4th Floor, HT House, K.G. Marg, New Delhi.
- ii. Only one representative of each prospective bidder shall be allowed to attend the pre-bid meeting. The detail of the representation of bidder should also be communicated latest by one day prior to pre-bid along with their queries as per format given below to:

Shri Akhilesh Kumar Singh,  
Under Secretary,  
Ministry of Corporate Affairs,  
Shastri Bhawan, New Delhi  
E-mail: akhilesh.1969@nic.in

- iii. The following format shall be followed for submission of pre-bid queries:

Format for submission of pre-bid meeting queries
--

S No.	Clause No.	Clause Heading	Pg. No. of RFP	Query/ Clarification/ Suggestion

- iv. The representation also to be submitted through GeM portal as per the stipulated timelines.
- v. MCA shall not be responsible for ensuring that the bidder's queries have been received by the Ministry. Any requests for clarifications after the indicated date and time shall not be entertained.
- vi. MCA will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

## 19. Dispute Resolution

### i. Arbitration Clause:

In case of any dispute arising upon or in relation to or in connection with the contract between the Ministry and the agency/institution who has been awarded the contract, which has not been settled amicably, either party can refer the dispute for Arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996.

The venue of the arbitration will be New Delhi. The award made in pursuance thereof shall be binding on both the parties.

### ii. Governing Law and Jurisdiction:

This contract shall be governed by and construed in accordance with the laws of India. Any dispute or legal proceeding arising out of or in connection with this contract, including those not subject to arbitration or related to the enforcement of arbitration awards, shall be subject to the exclusive jurisdiction of the courts in New Delhi.

## 20. Labour Laws and Safety Measures

Agency/Institution gives a binding representation that any legal / semi legal prosecution/ penalty befalling any activity undertaken to fulfil this contract shall be the sole responsibility of the Agency/Institution, and the MCA will not be liable to any direct/ indirect prosecution / penalty.

## 21. Agency/Institution Code of Conduct and Business Ethics

The MCA is committed to its "values & beliefs" and business practices to ensure that Agency/Institution, who provides services, will also comply with these principles.

Bribery and Corruption:

- i. Agency/ Institution is strictly prohibited from directly or indirectly (through intermediates or sub-contractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

- ii. Agency/ Institution shall maintain high degree of integrity during the course of its dealings with business/ contractual relationship with the MCA. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of the MCA. For avoidance of doubts, no rights shall accrue to the Agency/ Institution in relation to such business/ contract and the MCA or any entity thereof shall not have or incur any obligation in respect thereof. The Agency/ Institution shall indemnify in respect of any loss or damage suffered by the MCA on account of such fraud, misrepresentation or suspension of material facts. The Agency/ Institution will be solely responsible for the omission and commission of the employees deployed by them.

## **22. Data Management, Confidentiality, and Intellectual Property**

### **i. Data Sharing:**

The Ministry will provide all necessary data and documentation. The organization must ensure secure storage and processing of all sensitive information.

### **ii. Ownership:**

All deliverables—including raw data, interim findings, and final reports—will remain the exclusive property of the Ministry.

### **iii. Confidentiality:**

The consultant shall sign a confidentiality agreement and restrict the use of information solely for evaluation purposes.

## **23. Failure to agree with the Terms & Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event MCA may award the contract to the next best value bidder or call for new proposals. In such a case, MCA shall forfeit the EMD of successful bidder.

## **24. Penalty**

- i. Any delay in completing the study and submitting the Reports (hard copies and soft copy) along with other data files etc. as per the timelines given in the work order may entail imposition of penalties as decided by competent authority of Ministry.
- ii. Delay in Submission of Final Report along with all data files beyond time limit given in the work order would entail penalty at the rate of 5% of the total cost of the contract for each month of delay or part thereof (excluding the grace period granted by competent authority, if any). However, the competent authority, may in its discretion, for valid reasons to be recorded, grant a grace period, for submission of all reports / documents / files etc. without imposition of any penalty.

## **25. Meetings**

- i. The Ministry may review with the selected Organization, any or all of the documents and advice forming part of the evaluation, in meetings and conferences which will be held at the Ministry's Office. No travel time shall be payable.
- ii. The organization is required to prepare and submit a weekly update that includes and describes, inter alia, general progress to date, data and reports obtained and reviewed, conclusions to date, if any, concerns about availability of, or access to, data, analyses, reports or any other matters regarding work scope and related issues and so on.
- iii. The Organization will make a presentation on the Inception Report, Mid-term Report and Draft Evaluation Report for discussion with the Ministry in the meetings organized time to time.

## **26. Miscellaneous**

- i. If any minor inadvertent mistakes are noticed in the proposal submitted and / or some minor details / information / documents is found lacking / missing, it would be permissible for this Ministry to seek such minor / additional details / documents from the bidder or allow him to correct minor inadvertent mistakes which have no bearing on the quoted total cost of study in the financial bid or other crucial information in the technical bid.
- ii. If the prospective bidders have any doubts or suggestions about this RFP, they may send an email to Shri Akhilesh Kumar Singh, Under Secretary at (akhilesh.1969@nic.in) latest by 7 days after publishing of this RFP. Wherever required, Ministry will suitably clarify the doubts.

## **27. Withdrawal of RFP**

The Ministry of Corporate Affairs, on its sole discretion, may at any stage of the bidding process, cancel the same, without assigning any reasons thereof.

**(Technical Bid)**  
**(On Letter Head of the Organization)**

To,

**Shri Akhilesh Kumar Singh,**  
**Under Secretary, Statistics Division**  
**Ministry of Corporate Affairs**  
**5th Floor, A Wing,**  
**Shastri Bhawan**  
**New Dlehi-110001**  
**Email- akhilesh.1969@nic.in**

**Subject: Technical Bid for Third Party Evaluation of Corporate Data Management Scheme implemented by Ministry of Corporate Affairs (MCA).**

Reference: RFP dated \_\_\_\_\_ issued by Ministry of Corporate Affairs (MCA).

Sir,

With reference to RFP dated \_\_\_\_\_ issued by MCA we hereby submit our "Technical Bid" for the said RFP.

2. We have gone through the contents of RFP and fully understood various aspects and terms and conditions, and undertake to fully abide by the same.

3. We hereby declare that the following:

i. I/We are capable to depute adequate personnel/ experts at national level.

ii. I/We are not blacklisted by any Central Ministries / Departments /State Governments/ UT Administrations / PSUs. Kindly provide details if the company has been blacklisted in the past with the relevant supporting documents.

iii. I/We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

iv. I/We are not debarred by any Central Ministries/ Departments/ State Governments / UT Administrations / PSUs/ PSBs and government autonomous bodies.

v. I/We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

- vi. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members or our affiliates have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
- vii. I/We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
- viii. If selected, we shall not assign the work or part of it under this Tender to any other Agency/Institution.
- ix. If selected, we shall never use/store/share/disclose data collected or products developed from information collected under this project.
- x. I/We do not have any conflict of interest in accordance with the terms of the RFP.
- xi. I/We have not directly or indirectly or through an agent/representative engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with MCA or any other public sector enterprise or any Government, Central or State; and
- xii. I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- xiii. All the information and statements made in this Proposal are true and accept that any misinterpretation and misinformation contained in it may lead to our disqualification.
- xiv. I/We understand that MCA is not bound to accept any proposal MCA receives.
4. We hereby declare that we have the requisite manpower and other facilities and are willing / confident of completing such study in a set time frame as per the scope given in the RFP.

#### **Technical Bid**

1	Name of the Organization / Institution / Agency / University etc. (hereinafter referred to as the Organization) submitting the RFP.	Please attach copy of relevant by laws/ rules/ MoA etc.
2	Nature of the Organization (e.g. company registered under Companies Act or a Society registered under Societies Act, etc.).	--do--
3	Name of the Department / Vertical etc. of the organization (if any) submitting the RFP.	--do--
4	Complete postal address of the organization along with telephone numbers, email etc.	--do--
5	Name and complete designation of the main Authorized Person / Team Leader (hereinafter referred to as Team Leader), authorized to submit the RFP by the organization.	Please attach Power of Attorney / Authorization Letter or certified copy of Board Resolution.

6	Complete postal address of the Team Leader along with mobile and telephone number, office telephone number and email address.	--do--
7	Name, designation, complete postal address, mobile number, office telephone number, email etc. of the Assistant / Deputy Team Leader, if any.	--do--
8	Nature of Activities in which the Organization / its Department / Vertical submitting the RFP is engaged.	--do--
9	<b>Past experience in conduct of studies:</b>	Please attach CVs of Key and other Professional Personnel along with relevant certificates of minimum educational qualifications and proof of relevant experiences.
9.1	Number of evaluation studies (hereinafter referred to as Studies) conducted and completed in last 5 financial years (2020-21 to 2024-25)	Please attach details of assignments along with copy of Work Orders / Agreement / Contract and certificate of project completion or one year of successful operation issued by the Client.
9.2	Out of 9.1 above, studies done for Government Departments / Organizations (Central / State / PSU).	--do--
9.3	Out of 9.1 above, number of studies having worth Rs. 25 lakh and above (awarded / completed cost).	--do--
9.4	Out of 9.1 above, number of studies pertaining to third party / external evaluation of schemes / programmes / projects implemented by Central Government Ministries / Departments / Organizations and / or State Governments / State Government Organizations.	--do--
9.5	Out of 9.1 above, list of studies conducted / being conducted / allocated to the Team Leader proposed for the present RFP, along with requisite details, including his role / capacity in which associated (whether as team member or as team leader etc.) cost of study, etc.	--do--
9.6	Number of studies underway (i.e. started but not completed yet) in the last 5 years.	--do--

Note	<p>Requisite list of all such studies (separate lists for studies under 9.1, 9.2, 9.3, 9.4 and 9.5) along with name of client for whom done, awarded cost of study / completed cost of study, name of Team Leader, Assistant / Deputy Team Leader (by whatever name called) and such other relevant details along with reasonable proof should be submitted. Such studies must be enclosed along with Technical Bid, failing which will lead to non-consideration / rejection of the technical bid. Requisite marks in technical evaluation will be based on verification of relevant proof / documents.</p> <p>Please note that only such studies be included in the list which have been awarded in the name of Organization / its Department / Vertical submitting the RFP. Only such studies will be taken into account for technical evaluation.</p> <p>If any of the studies included in the list have been awarded by any Government Department / Ministry (Central or State) or any Government Agency / PSU etc. (Central or State), it should be specifically mentioned.</p> <p>If any study pertaining to external / third party evaluation of schemes / programmes / projects of Government (Central / State) or its Organizations (Central / State / PSUs), it should be specifically mentioned.</p> <p>If any of the studies included in the list have been done by the present Team Leaders as Assistant / Deputy Team Leader of present RFP, whether as a member of team or as team leader or Assistant / Deputy Team Leader (by whatever name called). it should be specifically mentioned.</p>		
10	Annual turnover / Revenue Receipt for consultancy / research study work for last 3 years (Rs. in Lakh) (Please attach a certificate duly certified by the Statutory Auditor / Chartered Auditor of the bidder mentioning the average annual audited turnover for the last 3 financial years)	2022-23	
		2023-24	
		2024-25	
Note	Government Institutes / Departments or Universities / Verticals of big institution participating in the RFP may furnish revenue receipts from consultancy / research studies, duly certified by the competent authorized officer of the organization, instead of balance sheet.		
11	Details of manpower availability in continuity in the preceding one year from the date of bid submission.		
Note	<p>Attach relevant documentary proof for the same by way of pay roll / salary slip / such other acceptable proof; along with proof of their consultancy / research experience. Requisite marks in technical evaluation will be based on verification of relevant proof / documents.</p> <p>In absence of pay roll, statement of employment period and current designation by authorized signatory of the organization may be attached.</p>		
a	Permanent Number of Persons		
b	Temporary / Ad-hoc / Outsourced Number of Persons		
Note	Attach list in the following format:		



Sl. No.	Name of Person	Sex (M/F)	Age	Designation	Qualification	Total Experience (in Years)	Since when working with the Organization / its Department / Vertical	Additional Information, if any
12	Brief note / write up about understanding of approach and proposed methodology (About 2 pages) -(may be attached as Annexure)							
13	I hereby declare that I am authorized to submit the Technical and Financial bid on behalf of the Organization / its Department / Vertical (relevant authorization attached).							

Thanking you,

Yours sincerely,

Date:

( )  
(Full Name, Designation, Address,  
Mobile Number, Office Telephone Number & E-mail of  
the Competent Authorized Person submitting the RFP)

**Bid Security Declaration Form**  
**(On Letter Head of the Organization / its Department)**

**To,**

**Shri Akhilesh Kumar Singh,  
Under Secretary, Statistics Division  
Ministry of Corporate Affairs  
5th Floor, A Wing,  
Shastri Bhawan  
New Dlehi-110001  
Email- akhilesh.1969@nic.in**

**Subject: Bid Security Declaration for Third Party Evaluation of Corporate Data Management Scheme Implemented by Ministry of Corporate Affairs (MCA)**

Dear Sir,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, proposals must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification, if I am / We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn / modified / amended, impairs or derogates from the tender, my/our proposal during the period of proposal validity specified in the RFP;
- b. having been notified of the acceptance of our proposal by the Ministry during the period of proposal validity (i) fail or refuse to execute the Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to the Applicants.

I/We understand that this Bid Security Declaration will become invalid if I am / We are not the successful Bidder, either upon the earlier of (i) receiving your notification of the successful Bidder's name or (ii) thirty days after the expiration of the validity of my/our Proposal.

Yours faithfully,

..... (Signature, name and designation of the authorized signatory)  
..... (Name and seal of the Applicant/Lead Member)

**Bank Guarantee for Performance Security**

**To,**

**Shri Akhilesh Kumar Singh,  
Under Secretary, Statistics Division  
Ministry of Corporate Affairs  
5th Floor, A Wing,  
Shastri Bhawan  
New Dlehi-110001  
Email- akhilesh.1969@nic.in**

WHEREAS \_\_\_\_\_ (Name and address of bidder) has undertaken, Agreement No. \_\_\_\_ Dated \_\_\_\_\_ 2025 \_\_\_\_\_ (Description of Services) hereinafter called "the Agreement".

AND WHEREAS it has been stipulated by you in the said Agreement that the agency / firm / company selected shall furnish you with a bank Guarantee by a nationalized bank for the sum specified therein as security for compliance with the performance obligations in accordance with the Agreement.

AND WHEREAS we have agreed to give the agency / firm / company a guarantee:

THEREFORE WE (Name of the Bank) hereby affirm that we are Guarantors and responsible to you, on behalf of firm (herein after referred to "the Second Party" up to a total of \_\_\_\_\_ (Amount of the guarantee in Words and Figures) and we hereby absolutely undertake to immediately pay you, upon your first written demand declaring the Second Party to be in default under the Agreement and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_. .

This bank Guarantee shall be irrevocable, unconditional and shall incorporate in accordance with the laws of India.

We represent that this Bank Guarantee has been established in such form and such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

Signature and Seal of Guarantors Dated:  
Address of the Guarantors:

**“FINANCIAL BID”**

**(On Letter Head of the Organization / its Department)**

From: \_

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

To,

**Shri Akhilesh Kumar Singh,  
Under Secretary, Statistics Division  
Ministry of Corporate Affairs  
5th Floor, A Wing,  
Shastri Bhawan  
New Dlehi-110001  
Email- akhilesh.1969@nic.in**

**Subject: Financial Bid for Third Party Evaluation of Corporate Data Management Scheme  
Implemented by Ministry of Corporate Affairs**

Reference: (i) RFP dated \_\_\_\_\_ issued by Ministry of Corporate Affairs  
(ii) Technical Bid submitted by us for the said RFP

Sir,

With reference to the RFP dated \_\_\_\_\_ issued by MCA and the Technical Bid submitted by us for the said RFP, we hereby submit our Financial Bid for the said RFP

<b>Total cost of evaluation study (Lump sum amount)</b>	<b>Rs. _____(in figures)</b>	<b>Signature of authorized Officer signing this letter</b>
	<b>Rupees _____(in words)</b>	

Note:

- i. Total cost of study quoted should be “all inclusive” lump sum cost for complete evaluation of the Scheme covered under the scope of work, as described in the RFP, including all expenses, by whatever name called, like Personnel Costs [Remuneration for Key Personnel and Other Professional Personnel (inclusive of all personal allowances)], Secretarial Expenses, Reports and Document Printing, Translation, Surveys, Travelling Expenses, Out of Pocket Expenses, Miscellaneous Expenses etc.] and Overhead Expenses etc.
  - ii. The financial bid should be inclusive of all taxes, duties, levies except GST.
  - iii. No cuttings / corrections should be done to the amount given in the box above; any such action will make the financial bid liable for rejection.
  - iv. The quoted total cost of study should remain valid for a minimum of three months from the last date of submission of bids.
  - v. In case of any deviation / difference in the amount quoted in the table above in figures and words, the amount quoted in words will be taken as the final
2. We have gone through the contents of RFP and fully understood various aspects and terms and conditions and undertake to fully abide by the same.

3. We hereby declare that to the best of our understanding, we are eligible to participate in the said RFP. We further declare that we have not been blacklisted by any Government Department or agency in the past three years. We also understand that furnishing of any wrong information or declaration by us will lead to our disqualification from participation in RFP / Conduct of study at any stage of the process.

4. I hereby declare that I am authorized to submit the Technical & Financial bid on behalf of the Organization / its Department / Vertical (relevant authorization attached).

Thanking you,

Yours sincerely,

Date:

( )  
(Full Name, Designation, Address,  
Mobile Number, Office Telephone Number &  
E-mail of the Competent Authorized Person  
submitting the RFP)

**BIDDER CERTIFICATE**

It is certified that:

The information given above is TRUE to the best of my knowledge. The organization shall stand liable if any information given above is later found to be FALSE, including the forfeiture of any payment due to it. The professional, staff, equipment and all requisite infrastructure facilities mentioned in this bid shall be made available for this study in due time.

I am competent to sign this Certificate.

Date \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

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

Name \_\_\_\_\_

Seal of the Organization

Designation \_\_\_\_\_

**Format of Bank Guarantee for Earnest Money Deposit**

**BG No**

**Date**

1. In consideration of you, Ministry of Corporate Affairs, Government of India, New Delhi — 110001 (hereinafter referred to as the-Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company], (hereinafter referred to as the —Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment for [name of assignment] pursuant to the RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft Work Order for services (hereinafter collectively referred to as —RFP Documents), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the —Bank), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ((in words)) (hereinafter referred to as the —Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall

be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures) ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 60(sixty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, acquisition, merger or amalgamation of the Bidder or the Bank with any other Company, Corporation, LLP or a Firm.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of extension of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to (Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.



11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Banks liability under this Guarantee shall be restricted to Rs. (in figures) ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before (date)/15 days from the date of receipt of notice by the Bank.

Signed and Delivered by [name of Bank]

By the hand of Mr. / Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Note:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.

2. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch

**Format of Declaration in Lieu of EMD/Bid Security**

**(To be submitted on the Bidder's Letter Head)**

We.....(Insert Name and Address of Bidder) are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for..... (insert Title of the Tender) (Tender No.....), thereby fully accepting that we will be suspended and shall not be eligible to participate in the Tenders invited by MCA for a period of 5 years from the date of such Suspension Orders, under the following circumstances: -

- a) If after the opening of Tender, we withdraw or modify our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) If after the award of work, we fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental RFP Document.

Authorized signatory with seal:

Name and Title of Signatory:

Name of Agency:

Address:

## **Terms of Reference**

### **1. 1. Introduction**

The Ministry invites proposals from reputed consulting firms/agencies for conducting a third-party evaluation of the CDM scheme. The objective of this evaluation is to assess the effectiveness, efficiency, impact of the scheme in meeting its intended goals and to develop strategies to transition the CDM to a self-sustaining model.

### **2. Background**

The CDM scheme is designed to streamline corporate data management, enhance data quality, and improve access to corporate filings for policy and research purposes. The scheme includes various components such as business intelligence tools, data validation mechanisms, and secure data sharing protocols

### **3. Objectives of the Evaluation**

The third-party evaluation aims to:

- Evaluate the Scheme's deliverables, impact, and user satisfaction.
- Identify operational gaps, including HR attrition, capacity constraints, and infrastructure risks.
- Benchmark CDM with similar national/international best practices.
- Recommend actionable steps for strengthening CDM's operations, HR structure, and future scalability.
- To analyze the security, confidentiality, and access control mechanisms.

### **3. Scope of Work**

The selected agency will be responsible for:

- Conducting stakeholder consultations, including discussions with ministry officials, and data users.
- Performing a technical assessment of the data management including data storage and its security.
- Assess the technological infrastructure, system architecture, security measures, and access controls.
- Review budget allocations, operational expenditures, and conduct cost-benefit analyses relative to scheme outcomes.
- Explore self-sustainability, including potential revenue-generating mechanisms and scalable growth strategies.
- Suggest innovative tools, hardware, and software solutions that can improve performance, reliability, and scalability.

- Evaluate the operational, technical, and strategic risks along the change management processes, capacity to adopt new technologies, and mechanisms for continuous process improvement.
- Examine management structures, decision-making processes, and accountability mechanisms including organizational capacity and performance monitoring.
- Provide a detailed report with findings, insights, and recommendations.

## 5. Deliverables and Timelines

The evaluation consultant is expected to provide the following outputs:

### **Inception Report:**

- Detailed scope, methodology, work plan, and stakeholder engagement strategy along with timelines.

### **Mid-Term Report:**

- Preliminary findings, initial data analysis, emerging issues, challenge faced and how it has been overcome

### **Draft Evaluation Report:**

- A comprehensive report covering all evaluation dimensions, including detailed metrics, risk assessments, and recommended interventions.
- Submission of five (5) hard copies of Draft Evaluation Report along with supporting evidence (data tables, charts, and interview summaries).

### **Final Evaluation Report:**

- Revised report incorporating Ministry feedback.
- Submission of 10 printed hard copies and associated soft copies including raw data, survey instruments, and interview transcripts.

### **Presentation of Findings:**

- Organize an interactive session or workshop with Ministry officials to present and discuss key findings and recommendations.

Timelines for the above deliverables would be as follows:

S.No.	Activity	Deadline
1	Award of Contract	T
2	Submission of Inception Report (scope, methodology and work plan)	T + 10 days
3	Finalization of inception report based on comments by Ministry	T+ 15 days
4	Submission of Mid-Term Report	T+ 30 days
5	Submission of Draft Evaluation Report	T+ 40 days
6	Comments on Draft Evaluation Report by Ministry	T+ 50 days

7	Final Evaluation Report Submission (hard & soft copies)	T + 60 days
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## 6. Payment Schedule

Payments will be milestone-based and contingent on the acceptance of deliverables:

S No.	Payment Schedule	Deliverables
i.	1st installment of 20% of the total cost of the study will be released	On submission of five (5) hard copies of inception report (in color and English) along with softcopies in PDF and Word format to the satisfaction of MCA.
ii.	2nd installment of 20% of the total cost	On submission of five (5) hard copies of mid-interim report (in color and English) along with softcopies in PDF and Word format, to the satisfaction of MCA
iii.	3rd installment of 30% of the total cost	On submission of five (5) hard copies of Draft Evaluation Report (in color and English) along with softcopies in PDF and Word format
iv.	4th instalment of 20% of the total cost	On submission and acceptance of the final evaluation report by the Competent Authority of MCA and receipt of ten (10) hard copies of the final report (in color, both in Hindi and English) along with softcopies in Word and PDF format and basic data which became the basis of the report.
v.	5th instalment of 10% of the total cost	On successful presentation of findings to the officials of Ministry and answering all the queries.

## 7. Indicative Structure of the Final Evaluation Report

The final evaluation report shall be categorized as under:

1. Executive Summary
2. Overview of the Scheme
3. Background of the Scheme
4. Approach and Methodology
5. Objective of Study
  - 5.1 Performance of Scheme based on the Output/Outcome indicators
  - 5.2 Additional Parameters
  - 5.3 Gaps in achievement of outcomes

#### 5.4 Key bottlenecks & Challenges

#### 5.5 Input Use Efficiency

### 6. Observations and Recommendations

### 7. Conclusion

#### 7.1 Issues & Challenges

#### 7.2 Vision for the future

#### 7.3 Recommendations for scheme with reasons

### 8. References

### 9. Appendices

### **8. Meetings**

The Ministry may review with the Organization, any or all the documents and advice forming part of the consultancy, in meetings and conferences which will be held at the Ministry's Office. No travel allowances shall be payable for attending such meetings

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