



**Credit Guarantee Fund Trust for Micro and Small Enterprises [CGTMSE]**

7<sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, Plot No. C-11, 'G' Block  
Bandra Kurla Complex, Bandra (East), Mumbai - 400051  
Tel: 67221553

E-mail: [shajik@cgtmse.in](mailto:shajik@cgtmse.in), [anburaj@cgtmse.in](mailto:anburaj@cgtmse.in) Website: [www.cgtmse.in](http://www.cgtmse.in)

Request for Proposal (RfP) for

Selection of HR Agency for providing Off-roll Manpower on contract basis

**Critical Information**

Tender No.	<b><u>2019-20/HR/221</u></b>
Tender Issue Date	<b><u>October 14, 2019</u></b>
Date of Pre-bid Meeting	<b><u>October 22, 2019 11:00 AM</u></b>
Last date for bid submission	<b><u>November 04, 2019 03:00 PM</u></b>
Date of opening of Pre-Qualification bids	<b><u>November 04, 2019 04:00 PM</u></b>
Date of opening of Commercial bids	<b>To be intimated later</b>
Bid Validity period	<b>90 days from the last date of submission of bids</b>
Contact Details	<b><u>Deputy General Manager, CGTMSE</u></b> 7 <sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, Plot No. C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 Phone : <b>67221553</b> Email – <a href="mailto:shajik@cgtmse.in">shajik@cgtmse.in</a> , <a href="mailto:anburaj@cgtmse.in">anburaj@cgtmse.in</a>
PRICE OF THE DOCUMENT	<b>₹3,500/- only [Rupees Three Thousand Five Hundred only]</b>
Earnest Money Deposit:	<b>₹3,66,000/- only [Rupees Three Lakh Sixty Six Thousand only]</b>

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

7<sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, Plot No. C-11, 'G' Block  
Bandra Kurla Complex, Bandra (East), Mumbai - 400051

*This document is the property of **CREDIT GUARANTEE FUND TRUST FOR MICRO AND SMALL ENTERPRISES [CGTMSE]**. It may not be copied, distributed or recorded on any medium, electronic or otherwise, without CGTMSE's written permission. Use of contents given in this document, even by the authorized personnel/agency for any purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.*

**Credit Guarantee Fund Trust for Micro and Small Enterprises [CGTMSE]**

7<sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, Plot No. C-11, 'G' Block  
Bandra Kurla Complex, Bandra (East), Mumbai - 400051

**TENDER NOTICE**

CGTMSE was set up in 2000 by Ministry of Micro, Small and Medium Enterprises, Government of India (GoI) and SIDBI to facilitate credit guarantee support to collateral free / third-party guarantee-free loans to the Micro and Small enterprises, especially in the absence of collateral. It facilitates access to finance for un-served and under-served geographies, making availability of finance from conventional lenders to new generation entrepreneurs and under privileged, who lack supporting their loan proposal with collateral security and/or third-party guarantee.

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

In order to cover large number of MSEs and improve the ease of delivery, there have been continuous modifications in the product line of CGTMSE. CGTMSE has also introduced some structural changes in the current guarantee schemes, which would make the scheme more attractive to the MLIs and would enable increased credit flow to the MSE Sector.

Sealed tenders are invited from registered Manpower//HR Agencies for providing skilled manpower on terms and conditions mentioned in Tender Document made available on website [www.cgtmse.in](http://www.cgtmse.in). The bidder should enclose **Demand Draft of ₹ 3,500/-** towards the cost of tender document in favor of **“Credit Guarantee Fund Trust for Micro and Small Enterprises,”** payable at Mumbai.

Selection of Bidder will be strictly as per the selection process defined in this document.

The sealed tenders duly filled & Signed in the prescribed format shall be addressed to the Deputy General Manager, Credit Guarantee Fund Trust for Micro and Small Enterprises, Office at 7<sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, Plot No. C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051.

The tender envelope should be superscribed as **“RfP for Selection of HR Agency for providing Off-roll Manpower on contract basis”** shall be dropped in the tender box by the Bidder placed at above address. Bids received after the closing date and time will not be considered.

Sd/-

Deputy General Manager  
CGTMSE, Mumbai

### **Schedule of Tender**

The Tender document is available for download on the website [www.cgtmse.in](http://www.cgtmse.in) and also on Central Public Procurement Portal (CPP). The Tender envelop shall contain **Tender Fee of ₹3,500/-**, (Rupees Three Thousand Five Hundred only) and **EMD of ₹3,66,000/-** (Rupees Three Lakh Sixty Six Thousand only) in the form of crossed Demand Draft drawn on any Scheduled Commercial Bank in favour of “**Credit Guarantee Fund Trust for Micro and Small Enterprises**” payable at Mumbai at par without which bid will be treated as incomplete and non-responsive and shall not be considered.

**a) Schedule for Invitation to Bid:**

Name of the Purchaser	Credit Guarantee Fund Trust for Micro and Small Enterprises
Name, address and Email ID of the contact person for any clarification	Shri Promod Kumar Bakshi, Deputy General Manager, CGTMSE, 7 <sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, Plot No. C-11, 'G' Block Bandra Kurla Complex, Bandra (East) Mumbai - 400051 Phone : <b>67221553</b> Email – anburajc@cgtmse.in, shajik@cgtmse.in
Address of CGTMSE, Mumbai for Pre-Bid Meeting, Bid Submission and Bid Opening	7 <sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, Plot No. C-11, 'G' Block Bandra Kurla Complex, Bandra (East) Mumbai - 400051 Phone : <b>67221553</b> Email – anburajc@cgtmse.in, shajik@cgtmse.in

**b) Time Schedule of Tendering:**

Release/Issue of RFP document	<b>October 14, 2019</b>
Last date for submission of written queries for clarifications on RFP document	October 22, 2019 11:00 PM
Pre-Bid meeting Date and time	October 22, 2019 04:00 PM
Last date and time for submission of Bid	November 04, 2019 03:00 PM
Date and Time of opening of Pre-Qualification Bid	November 04, 2019 04:00 PM
Date and Time of opening Commercial Bid	<b>To be intimated later</b>

Bids shall remain valid for **90 days** from the last date of submission of bids.

CGTMSE reserves the right to accept or reject or cancel any bid or relax any part of the tender offer without assigning any reason there for.

**Sd/  
Deputy General Manager  
CGTMSE Mumbai**

## **DISCLAIMER**

The sole purpose of this Request for Proposal (RFP) is to assist CGTMSE for selection of agency for providing manpower for off-roll staff for different level positions to CGTMSE on contract basis.

The information contained in this RfP document or information provided subsequently to the bidder(s) or applicant whether verbally or in documentary form, by or on behalf of CGTMSE is provided to the bidder(s) on the terms and conditions set out in this RfP document and all other terms and conditions, subject to which such information is provided.

The RfP is not an agreement and is not an offer or invitation to offer by CGTMSE to any parties, other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this RfP is to provide the Bidder(s) with information to assist the formulation of their proposal. This RfP does not claim to contain all the information, which each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RfP and wherever necessary obtain independent advice. CGTMSE makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP.

The information contained in the RfP document is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to contain all the information that a Bidder may require. CGTMSE does not undertake to provide any Bidder with access to any additional information which may become apparent. CGTMSE reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RfP and / or the bidding process or cancel, without assigning any reason whatsoever. Such change will be hosted on the CGTMSE's website/ CPP portal. Any information contained in this document will be superseded by any later information hosted on CGTMSE website / CPP portal.

CGTMSE reserves the right to reject any or all the bids / proposals received in response to this RfP at any stage without assigning any reason whatsoever.

The decision of CGTMSE shall be final, conclusive and binding on all the parties.

### Table of Contents

Sr. No		Particulars
1.		Purpose of the RfP
2.		Scope Of Engagement
3		Minimum Eligibility Criteria For Recruitment Agency
4		Bidding Process
	4.1	Bid System Tender
	4.2	Terms And Conditions
	4.3	Award Criteria
5		Payment Terms
6		General Terms & Conditions
	6.1	General Conditions
	6.2	Security
	6.3	Indemnity
	6.4	Providing Services/ Support
	6.5	Liability Of Agency
	6.6	Responsibility Of Agency
	6.7	Duties of the Agency
	6.8	Role of Deployed Personnel
	6.9	Rights Of CGTMSE
	6.10	Dealing of Offence/ Loss etc.
	6.11	Termination
	6.12	Corrupt and fraudulent practice
	6.13	Waiver
	6.14	Violation of terms
	6.15	Confidentiality
	6.16	IPR Infringement
	6.17	Limitation of liability
	6.18	Rights to Visit
	6.19	Audit
	6.20	Compliance with Statutory and Regulatory Provisions
	6.21	Taxes and Duties
	6.22	Right of Publicity
	6.23	Resolution of Dispute

Annexure-I	Minimum Eligibility Bid Form
Annexure-II	Competence Form
Annexure-III	Declaration Regarding Clean Track Record
Annexure-IV	Sample format of Non-Disclosure Agreement
Annexure-V	Power of Attorney
Annexure-VI	Pre-contract Integrity Pact
Annexure-VII	letter of Acceptance
Annexure-VIII	Price Bid Form
Annexure- IX	Bank Guarantee Format
Annexure X	Letter of Authority Format
Annexure XI	Draft Agreement
Annexure XII	Off – Role Manpower Requirement with their profile.
Appendix I	Obligations of parties to the contract
Appendix II	Definition of CtC

## **1. Purpose of the RfP:**

The purpose of this RfP is to appoint a HR Agency (hereafter referred to as “Agency”) for providing requisite manpower for off-roll staff for different level positions. The contract will be for Two Years. However, CGTMSE shall reserve the right to extend the contract for a maximum period of 01 year on the same terms and conditions. CGTMSE has the right to review the Contract at regular intervals on the basis of satisfactory performance in the previous period.

**The selected Agency shall be asked to provide services as a Recruitment search Agency for Off-Roll (Contract) positions.**

## **2. SCOPE OF ENGAGEMENT**

The successful bidder or Agency would be providing their services to CGTMSE for a period of **02 years** from the date of signing of the Contract as detailed below:

1. The Agency will source and deploy manpower to CGTMSE on contract basis to carry out the work /roles assigned from time to time.
2. The contracted staff should be on the rolls of the Agency and be deployed to CGTMSE on “Off-Roll” contract.
3. The payment of contract charges in respect of the contracted staff will be made directly to the Agency and it is the sole responsibility of the Agency to effect payment to the person(s) engaged on contract basis.
4. The Agency should ensure that staff deployed by them have necessary qualifications and experience to perform the required tasks / roles. CGTMSE will interview and assess all such candidates before accepting them as “Off-Roll” contract staff.
5. All candidates deployed in CGTMSE will not have any right to claim employment in CGTMSE at any time. The Agency will need to get a written undertaking from selected candidates in this respect.
6. The Agency should ensure that the candidates are medically fit and certificate of their medical fitness is to be provided, whenever called for.

### **Other Conditions**

7. The Agency should ensure the candidates identified should not have any police record / criminal record against them.
8. The Agency should ensure the integrity of the contract person engaged and that the person should not disclose any CGTMSE’s confidential information to anyone outside and use such information only in connection with the service provided to the CGTMSE.
9. The Agency will be liable to ensure continuance of the manpower hired for the said work for effective execution of the work. For exceptional cases where attrition of any person engaged by the Agency is inevitable, the Agency must stipulate an appropriate clause in the contract agreement for the notice period of **one month** and provide replacement well within this period, so as to ensure proper handover, training and handholding to the newly appointed successor. The Agency would be required to ensure that the person replacing the outgoing staff matches the skill sets desirable for that particular category and that he / she is appropriately trained for undertaking the task being carried out, before he / she

- is put to the task. The replacement, if any, should invariably be done with the concurrence of the CGTMSE.
10. CGTMSE will have the sole discretion for seeking replacement of any of the hired manpower by serving **one month's** notice, if their performance is not found satisfactory.
  11. CGTMSE may at its sole discretion decide whether to renew the contract for further periods or not, based on the overall performance of the manpower provided by the Agency and the performance of the Agency.
  12. The Agency and all the deployed on-site resources will be required to sign the declaration form as per Trust's IT security policy or any other similar policies/ guidelines issued by the Trust during the course of the contract.

### **3. MINIMUM ELIGIBILITY CRITERIA FOR RECRUITMENT AGENCY**

1. The Agency should be a Public Sector Undertaking / Partnership firm / Private Limited / Limited Company under Indian Laws and should be in the business of providing manpower to various establishments for at least 5 years. (Documentary proof to be attached).
2. The Agency should be an Income Tax Assessee having filed I.T. Returns for the last three Financial Years. Income tax Pan Card certified copy should be attached.
3. The Agency should be registered with Goods and Service Tax Authority for GST purposes and must have a valid GST number. The GST Registration Certificate should be in the name of the bidder.
4. The Agency should have (i) an annual gross turnover of at least ₹50 Crore in each of the last three audited financial years viz 2016-17,2017-18, 2018-19 **and** (ii) The Bidders should have net worth of ₹50 Lakh and above as on March 31, 2019 and cash profit (**i.e. no cash loss**) in at least 02 years of the last 03 audited financial years viz. 2016-17, 2017-18, 2018-19. (Audited balance sheet and profit & loss statement for respective financial years to be submitted as documentary proof).
5. The Agency must have office in Mumbai/ Navi Mumbai/ Thane to liaison with CGTMSE and handle all administrative work pertaining to the contract.
6. The Agency should have **provided recruitment search services** to at least 2 of any of the following: Public/Private Sector Banks / all-India Financial Institutions / MNCs / large corporate for a minimum period of 2 years. (Copies of work order / agreement to be attached).
7. The Agency should have **supplied contract manpower** to at least two of any of the following: Banks/ All-India Financial Institutions/ Nationalised Insurance Companies/ PSUs or their associates/ MNCs / large corporates for a minimum period of 3 years. (Copies of the work order / agreement to be attached).
8. The Agency should not have been black-listed or faced legal action by any Public Sector Bank, Trust, RBI or IBA or any other Government agency as on date of this RfP.
9. The Agency should have the capacity to provide work force of at least 100 people to offer on need basis (shall enclose a certified copy of License from Labour Commissioner to employ Contract Labour under Contract Labour Act).
10. The Agency should be ISO 9001-2015 certified.



#### **4. BIDDING PROCESS**

The Bidder is expected to examine all instructions, forms, terms, conditions and specifications in the Tender Documents. Failure to furnish information required as per the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected right out without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

##### **4.1 Bid System Tender**

Three separate sealed envelopes containing the following 1) **Tender Fee & EMD** 2) **Minimum Eligibility Bid** and 3) **Price bids** respectively should be enclosed together in a larger envelope, sealed and superscripted with the Tender No., Tender opening date, and Name of Bidder and contact details. All the three envelopes should be separately securely sealed and stamped. The sealed envelopes must be super scribed with the following information:

Type of Bid (Tender Fee & EMD, Minimum Eligibility or Price Bid)

Name of Bidder with address, contact person & contact details

Due date and Time of opening of bids

##### **4.1.1 ENVELOPE - I (Tender Fee and EMD):**

The Envelop- I shall contain the following:

- i) Earnest Money Deposit
- ii) Tender Fees

##### **4.1.2 ENVELOPE-II (Minimum Eligibility Bid)**

The Envelope- II shall contain the following:

- i) Minimum Eligibility Bid as per **Annexure I**
- ii) A letter of competence as per **Annexure II**
- iii) A Declaration Regarding Clean Track Record as per **Annexure III**
- iv) Non – Disclosure Agreement as per **Annexure IV**
- v) Power of Attorney as per **Annexure V**
- vi) Pre-contract Integrity Pact as per **Annexure VI.**

(The Bidders are required to submit **Annexure VI** on their letter head. Subsequently, the selected bidder will be required to submit the same on non-judicial stamp paper of requisite value.)

- vii) A letter of acceptance of terms and conditions of the tender as per **Annexure VII**.
- viii) Documents Establishing Bidder's Eligibility.

#### **4.1.3 ENVELOPE-III (Price Bid):**

The Envelop-III (Price Bid) shall contain the following:

- i) The Price bid as per **Annexure VIII**

**The price bid must be filled in completely, without any errors, erasures or alterations.)**

##### **A) Earnest Money Deposit (EMD)**

**EMD of ₹3,66,000/-** needs to be furnished in the form of Demand Draft drawn in favour of **“Credit Guarantee Fund Trust for Micro and Small Enterprises”**, payable at Mumbai or a Bank Guarantee (BG) as per format prescribed in **Annexure- IX**. Offer submitted without EMD, will be rejected.

- The EMD / Bid Security may be refunded

The EMD will be refunded to the unsuccessful bidders subsequent to the happening of any of the following events:

- (i) Issue of letter of Intent (LOI)/ Purchase order to selected vender; **OR**
- (ii) End of the bid validity period including extended period (if any), whichever is earlier.

EMD of the successful Bidders will be returned on executing the Contract and furnishing the Security Deposit.

- The EMD/ Bid Security may be refunded

**A)** If a Bidder withdraws its tender during the period of bid validity, or

**B)** In case of a successful Bidder, if the Bidder fails:

1. To execute the agreement / contract within 10 working days from the date of the issue of the work order.
2. To submit Security Deposit as specified in the terms and conditions.
3. In case the Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

## **Public Procurement Policy on Micro and Small Enterprises (MSEs)**

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

### **B) Tender Fees:**

Interested bidders shall pay ₹ 3,500/- (Rupees Three Thousand Five Hundred only) by way of a Demand Draft of any Nationalized/Scheduled Bank drawn in favour of the “**Credit Guarantee Fund Trust for Micro and Small Enterprises**” payable at Mumbai towards non-refundable Bid Price (cost of this RfP document).

## **4.2 TERMS AND CONDITIONS**

### **4.2.1 Compliance of various Laws / Acts applicable to contract staff**

The Agency shall specifically ensure compliance of various Laws / Acts applicable to contract staff, including but not limited to the following and their re-enactments / amendments / modifications. Relevant certificates to be submitted.

- i. The Payment of Wages Act, 1936
- ii. The Employees Provident Fund Act, 1952
- iii. The Contract Labour Regulation Act, 1970
- iv. The Payment of Bonus Act, 1965
- v. The Payment of Gratuity Act, 1972
- vi. The Employees State Insurance Act, 1948
- vii. The Employment of Children Act, 1938
- viii. Minimum wages Act, 1948
- ix. The Maharashtra Shops and Establishment Act.

### **4.2.2 Erasures or Alterations and Signing of Tender Offers**

The original and a copy of the Tender Offer shall be typed or written in ink and shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the Contract. Such authorization shall be indicated by Power of Attorney on a stamp paper accompanying the Tender Offer. All pages of the Tender Offer, except for an amended printed literature, shall be initialled by the person or persons signing the Tender Offer. The Tender Offer shall contain no interlineations, erasures or overwriting except as

necessary to correct errors made by the Bidder, in that case such corrections shall be initialled by the person or persons signing the offer.

#### **4.2.3 Completeness of Offers**

The CGTMSE shall treat offers not adhering to terms and conditions stipulated in this document as incomplete and shall be liable to be rejected.

#### **4.2.4 Costs & Currency**

The offer must be given in Indian Rupees only, inclusive of the following:

- i) Monthly Service Fee / Mark up: As a % of Cost to Company (CTC).

The rates so quoted shall remain unchanged during the entire contract period. Please note that CTC of the contract employees shall be fixed by CGTMSE.

#### **4.2.5 Submission of Tender Offers**

Sealed Tender offers shall be **submitted** on or before the stipulated date and time at the address specified above. In the event of the specified date for the submission of tender offer being declared a holiday, the offers will be received up to the stipulated time on the next working day. CGTMSE may, at its discretion, extend this deadline for submission of offers. In that case, all rights and obligations of the Agency and CGTMSE previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through E-mail, Telex, Fax, cable, etc. will be rejected.

Intimation of date of extension of bid submission date and time, if any, shall be published on website [www.cgtmse.in](http://www.cgtmse.in) and CPP Portal.

#### **4.2.6 Late Tender Offers**

Any tender offer received from the Agency after the deadline prescribed for submission of the same, pursuant to the clause above, will not be entertained.

#### **4.2.7 Modification and Withdrawal of Offers**

The Bidder may modify or withdraw his / her offer after its submission, provided that written notice of the modification or withdrawal is received by CGTMSE prior to the closing date and time prescribed for submission of offers. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers.

#### **4.2.8 Validity of Bids**

All the bids must be valid for a period of 90 days from the date of tender opening for placing the initial order. No request will be considered for price revision during the contract period.

#### **4.2.9 Opening of Bids**

The bids will be opened in the presence of representatives of bidders. Only one representative per Bidder shall be permitted to attend along with the Letter of Authority as per **Annexure X**. The sealed cover **Envelope-I** containing Tender Fee and EMD and **Envelope-II** containing Minimum Eligibility Bid will be opened in the first instance in the presence of Bidder's Representatives. In case tender fee and EMD are in order, the tenders would be accepted for further evaluation of Eligibility Bids.

The **Envelope-III** containing financial details of qualified bids shall be opened on the pre-decided date which shall be intimated to the bidders who have been found successful in the process of evaluation of Eligibility bids.

#### **4.2.10 Evaluation of Bids**

##### **a) Eligibility Bids**

- i) The two-stage selection procedure shall be adopted for evaluation of the bids. In the first stage, the eligibility bids shall be evaluated by a duly constituted Tender Evaluation Committee (TEC).
- ii) The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications. Bids of the agencies, not satisfying the eligibility criteria shall be rejected and no further evaluation of bids of these agencies will be done.
- iii) As part of the evaluation, the TEC may ask for additional information from the bidders, if required. The time limit, in which the bidders' have to submit additional information, shall be decided by the TEC and its decision shall be final in this regard. Bids of the agencies failing to adhere to the specified time limit shall be rejected.
- iv) CGTMSE will not accept conditional bids. However, if the bidder wishes to incorporate some condition, the same should be mentioned in the covering letter of the bid, together with the justification thereof. CGTMSE, reserves the right to accept or reject such conditions.
- v) CGTMSE reserves the right to accept or reject any tender offer, and to cancel the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidders(s) or any obligation to inform the affected Bidder(s) of the grounds for the CGTMSE's action.

##### **b) Financial Bid Evaluation**

- i) Commercial Bids of only the qualified Bidders shall be opened.
- ii) A Tender Evaluation Committee (TEC) would scrutinize the commercial bids.
- iii) The bids, found lacking in strict compliance to the commercial bid format shall be rejected.
- iv) **Bidder quoting the lowest %age of CtC as its Service Charge as per Annexure VIII shall be short listed as the L1 bidder.**
- v) In case same %age of CtC is quoted by two or more agencies, the selection will be based on the higher average gross turnover for last three audited financial years viz. 2016-17, 2017-18 and 2018-19.
- vi) GST at the prevailing rates shall be reimbursed by CGTMSE.
- vii) TDS will be deducted as per prevailing income Tax Laws and certificate to this effect shall be provided to the agency by CGTMSE. The responsibility of paying the GST as per prevailing rates and as claimed in the bill amount, will be of the agency.

- viii) The Chief Executive Officer, CGTMSE reserves the right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

#### **4.3 AWARD CRITERIA**

##### **4.3.1 Award Criteria - Method**

The contract will be awarded to the L1 bidder short listed after the selection process as defined above. On written communication from CGTMSE for having qualified for providing manpower to CGTMSE, the agency shall sign the contract as per **Annexure XI** within 15 days of such communication, failing which, the offer shall be treated as withdrawn and EMD forfeited.

##### **4.3.2 Performance Security**

The Agency selected shall give Performance Bank Guarantee of **Rs.10 lakh (Rupees Ten Lakh only)**, from a scheduled commercial bank for the duration of the Contract / extended period, if any, in favour of "**Credit Guarantee Fund Trust for Micro and Small Enterprises**, payable at **Mumbai**. On receipt of bank guarantee towards security deposit, the EMD of the engaged agency will be returned. CGTMSE will have the right to invoke the guarantee without assigning any reasons if performance of the Agency is not found up to the mark.

##### **4.3.3 Required Quantum**

CGTMSE reserves the right at the time of award of contract to increase or decrease the required quantity of manpower specified in the schedule of requirements without any change in hiring charges of the offered quantity or other terms and conditions.

#### **5. PAYMENT TERMS**

All payments will be released only after submission of Performance Bank Guarantee.

The Payments to the Agency will be made monthly on the basis of the manpower provided.

Monthly bills shall be submitted in duplicate to the coordinating Officer specified in contract along with attendance sheets of the employees duly certified by the officer in charge of CGTMSE.

All payments to Agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961 and other taxes if any as per Government of India rules.

The Agency will submit pre-receipted bills in triplicate by the 7<sup>th</sup> working day of the following month after fulfilling the following conditions:

- i. The Agency will make the payment to their deployed professionals on receipt of attendance sheets of the employees duly certified by the officer in

charge of CGTMSE. The attendance sheets shall be sent by CGTMSE in the last week of each month. Payment to the deployed professionals shall be effected by the agency before 3<sup>rd</sup> of each month.

The agency shall give salary slips to deployed professionals on crediting the salaries.

- ii. Payment to Agency will be made after submission of complete documents.
- iii. The agency shall submit necessary proof every month for having remitted statutory dues in respect of contract employees to concerned authorities.

## **6. GENERAL TERMS & CONDITIONS**

### **6.1 GENERAL CONDITIONS**

- i) The selected Agency shall not, without CGTMSE's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of CGTMSE in connection therewith, to any person other than a person employed by the Agency in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- ii) The selected Agency shall not outsource the work to any other associate / franchisee / third party without prior approval of CGTMSE.
- iii) CGTMSE may, by written notice sent to the selected Agency, terminate the work order and / or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for CGTMSE's convenience, the extent to which performance of work under the work order and / or the contract is terminated, and the date upon which such termination becomes effective. CGTMSE reserves the right to cancel the remaining part and pay to the selected Agency an agreed amount for partially completed Services. In the event of the Agency's Company or the concerned division of the Company is taken over / bought over by another Company, all the obligations under the agreement with CGTMSE, should be passed on for compliance by the new Company / new division in the negotiation for their transfer.

### **6.2 SECURITY**

The engaged personnel shall not divulge or disclose to any person, any details of office, operational process, technical knowhow, security arrangements, administrative / organization matters as all are of confidential / secret nature. The person concerned shall be liable for penal action under IPC, Cr. P.C or any other relevant provision besides, action for breach of contract.

### **6.3 INDEMNITY**

1. The Bidder/ successful bidder shall indemnify the Trust, and shall always keep indemnified and hold the Trust, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Trust as a result of:



- i) Trust's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
  - ii) An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or
  - iii) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Trust; and/or
  - iv) Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent to this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
  - v) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - vi) Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
  - vii) Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
  - viii) Infringement of 3rd party intellectual property rights and inappropriate disclosure or data breach.
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Trust that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Trust:
- i) Notifies the Bidder in writing; and
  - ii) Cooperate with the bidder in the defense and settlement of the claims.

#### **6.4 PROVIDING SERVICES/ SUPPORT**

- i. The Agency will ensure that salaries are given to the deployed professionals in time i.e. **latest by 3rd working day** of the month.
- ii. The Agency personnel shall be used for providing services / support as specified by CGTMSE. In case any personnel of the Agency is found engaged in doing any work other than the above or found not useful for the project, the Agency shall withdraw him / her from service and arrange for replacement immediately at their own cost.
- iii. The Agency shall be responsible for any damage to equipment, property and third party liabilities caused by acts on his part of / on part of its deployed manpower at CGTMSE's premises. All equipment's shall be used only for the purpose of carrying out legitimate business of CGTMSE and shall not be put into any other use.
- iv. CGTMSE stands absolved for any liability on account of death or injury sustained by the concerned staff during the performance of this Engagement and also for any damages or compensation due to any dispute between the Agency and its staff.
- v. The staff shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the users' problems. The Agency shall verify the character antecedents before deploying any person at CGTMSE.



- vi. Any extra expenditure for getting the work done from other agency / open market due to the failure of the Agency to provide support within the scheduled time as mentioned in the order will be recovered from the Agency through Security Deposit or pending bills or other dues if any or by raising claims.
- vii. CGTMSE reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of CGTMSE will be final in this regard.
- viii. Before deployment of Off-Roll staff, CGTMSE will conduct a test / interview of the candidates.
- ix. It shall be the responsibility of Agency to pay the salaries in time .i.e., latest of 3<sup>rd</sup> of each month. A Penalty of Rs.5000/- per day shall be charged in case of delay in payment of salary to deployed professionals.
- x. It shall be the responsibility of Agency to provide selected manpower to join CGTMSE within reasonable period of placing the work order by CGTMSE, but not exceeding 30 days. A penalty of ₹ 500 per day will be charged after 30 days for every day in delay in deployment of required resources. In case Agency fails to provide the candidates for four weeks for CGTMSE, the contract to Agency will be terminated and Security Deposit will be forfeited. Also work got done from alternate sources at the risk and cost of the defaulting Agency.
- xi. In case of manpower, the Agency shall have to provide immediate replacement for the deployed manpower if CGTMSE is not satisfied with his / her performance.
- xii. Medical or any other allowances to the staff deployed will not be borne by CGTMSE. It will be the responsibility of the Agency.
- xiii. For the manpower deployed, the Agency shall keep record with them, their present and permanent address, educational and technical qualification details, specimen signature, and two passport size photographs and furnish these details/ information to CGTMSE, as and when required.
- xiv. The Agency shall issue appointment order / letter to the deployed manpower and issue valid **I-Card** to each one of them.
- xv. They shall wear the I-Cards on their person at their respective places of work.
- xvi. **Period of Contract:** The contract shall be valid for contracted period of 02 years from date of issue of work order. However, CGTMSE shall reserve the right to extend the contract for a maximum period of 01 year on the same terms and conditions.
- xvii. **Quantity:** Estimated number of Manpower to be hired is listed in the **Annexure XII** The agency should be in a position to supply need based manpower whenever called for by CGTMSE. However, it should be clearly noted that CGTMSE shall place the order only as per the actual requirement from time to time.  
**Duty Hours:** Normal duty hours as per CGTMSE Rules. For the work beyond duty hours or on holidays, the same would be suitably compensated.
- xviii. **Reporting Place:** All the resources would be deployed at CGTMSE's present office location at the following address or at any other office of CGTMSE as informed during the contract period:

**Credit Guarantee Fund Trust for Micro and Small Enterprises [CGTMSE]**

7<sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, Plot No. C-11, 'G' Block  
Bandra Kurla Complex, Bandra (East), Mumbai - 400051

- xix. **Leave:** Personnel deployed through the Agency will be entitled to 21 days of leave during a complete calendar year. While the first 10 days leave shall accrue on the first working day of the calendar year, remaining 11 days leave shall accrue on the first working day of July every year. Intervening holidays will not be counted as leave period. The said leave shall accrue on proportionate basis depending on the date of joining/leaving of the concerned personnel. The unavailed leave will automatically lapse as at the end of December 31 every year.
- xx. Personnel deployed shall not be absent from duties without having first obtained the permission of the competent authority. The personnel who absents from duty without leave or overstays leave shall be treated as leave without pay during such absence or overstay and shall further be liable to such disciplinary measures as the authority may impose.
- xxi. Personnel deployed shall not attend the office late. Ten minutes grace is allowed on each working day beyond the official time fixed by CGTMSE. The personnel shall forfeit one day of leave for the every three days he is late in a month. Where no leave is due to such a personnel, the period of leave shall be treated as leave without pay.
- xxii. CGTMSE shall advise the agency to terminate the contract of a personnel / replace him in case of (i) unauthorized absence beyond one month (ii) personnel is irregular in attendance (iii) habitual late comer (iv) breach of discipline (v) non-adherence of instruction given by the superiors.
- xxiii. In the case of any accident / injury / death caused to the hired staff, all the claims arising out of it shall be met by the Agency / Contractor.
- xxiv. In case of frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.
- xxv. The contractual staff must observe all the etiquette and protocol while performing the duty.
- xxvi. The deployed Manpower will be bound to carry out the instructions of CGTMSE.
- xxvii. A daily record indicating time and signature for attendance of each Manpower will be maintained by the agency.
- xxviii. Manpower Agency has to appoint only the persons who have been interviewed / tested by CGTMSE. Agency / Contractor have to submit the bio-data (affixed with photo and enclosed all certificates for education and professional experience along with ID & residence proof). If, required CGTMSE may verify originals documents.
- xxix. Contractor is liable to provide additional manpower against demand from this office. Only quoted rate will be applicable in the cases of any additional manpower hired by this office for its use.

## **6.5 LIABILITY OF AGENCY**

- i. The Agency is solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in CGTMSE. The CGTMSE shall have no liability in this regard. The Agency shall comply with all representations, grievances of the employees deployed by them at CGTMSE.
- ii. CGTMSE shall remit the consolidated amount to the agency on the basis of Bill raised by the Agency / Contractor. Irrespective of any administrative delay in releasing the payment to the Agency, Agency shall make payment to its employees' deployed at CGTMSE in time.

- iii. For all purposes, the Agency will be the “Employer” within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The persons deployed by the service provider in CGTMSE shall not have any claims whatsoever like employer and employee relationship against CGTMSE.
- iv. The service provider shall provide substitute well in advance if there is any probability of the person leaving the job due to his / her own personal reasons.
- v. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider (Agency).
- vi. The Agency shall be responsible for recruitment of personnel and the personnel engaged by him shall be under direct control / supervision of officer(s) of CGTMSE.
- vii. The Agency shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.
- viii. The service provider (Agency) shall not assign, transfer, pledge or sub-contract the performance of service without the prior written consent of this office.
- ix. In case of any theft or loss of property due to negligence or carelessness of your personnel, Agency will be fully responsible and it will have to make good the losses to CGTMSE, otherwise the same will be deducted from the security deposit or from the payments.
- x. The service provider (Agency) shall be contactable at all times and messages sent by e-mail / fax / special messenger from CGTMSE to the service provider shall be acknowledged immediately on receipt on the same day.

#### **6.6 RESPONSIBILITY OF AGENCY**

- i. The Agency is fully responsible for timely claiming and disbursing monthly payment of wages to the personnel deployed by them in the “CGTMSE”.
- ii. The Agency is solely responsible for any accident / medical / health related liability for the personnel deployed by Agency at CGTMSE. The CGTMSE shall have no liability in this regard. The Service Provider (Agency) shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed.
- iii. The Agency shall deploy staff as per education, qualification and experience given in the tender notice / as informed by CGTMSE. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- iv. If the Agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the CGTMSE at Agency's own cost.
- v. The Agency shall be bound by the details and documents as furnished by them to CGTMSE while submitting the tender or at any other time. In case any of the details of such documents furnished by him / her are found to be false at any stage, this would be deemed to be a breach of the terms of contract making him / her liable for action.
- vi. The Agency also agrees to comply with annexed Terms and Conditions.

#### **6.7 Duties of the Agency**

- i. The character and antecedents of such personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect submitted to CGTMSE. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the CGTMSE along with testimonials before they are actually deployed for the job.
- ii. The agency shall ensure that the personnel deployed are healthy.

- iii. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the CGTMSE.
- iv. The agency shall be liable to make substitute arrangements in case of the absence of the personnel for more than a week at a stretch.
- v. The person engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. The Transportation, food, medical, and other statutory requirements in respect of each personnel of the service provider will be the responsibility of the service provider. Further the said persons of the service provider shall not claim any absorption at any cadre in CGTMSE.

#### **6.8 ROLE OF DEPLOYED PERSONNEL**

- i. The personnel provided by the Agency will not claim to become the employees of the CGTMSE and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in CGTMSE.
- ii. The day-to-day functioning of the service shall be carried out by the deployed persons in consultation with and direction of the Officer(s) of CGTMSE.
- iii. The Agency shall ensure good behaviour from personnel's on duty with the CGTMSE establishment.
- iv. They shall abstain from taking part in any staff union and association activities.
- v. The CGTMSE shall not be liable to provide any residential accommodation to the personnel.
- vi. The personnel engaged by the Agency will be bound to observe all instructions issued by CGTMSE's authority concerning general discipline and behaviour.
- vii. In case the personnel engaged by the Agency commit any act of omission or commission constituting mis-conduct or indiscipline, the Agency shall be liable and responsible to take disciplinary action against the personnel / staff, including suspension, dismissal from service, removal from CGTMSE's premises / campus or police prosecution.
- viii. In case of the termination of this contract/ agreement on its expiry or otherwise, the personnel engaged and deployed/deputed by the agency, will not be entitled to and will not claim any absorption in the Regular or otherwise services of the CGTMSE.
- ix. The Agency has to provide the photo identity cards to the persons employed by it during the office hours. These cards are to be constantly displayed & their loss reported immediately.
- x. The Agency shall provide substitute immediately any of its personnel upon receiving written notice from CGTMSE, if they are unacceptable to CGTMSE because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct.
- xi. The Agency personnel's working should be polite, cordial, positive and efficient, while handling the assigned work and their action shall promote good will and enhance the image of the office. The Agency shall be responsible for any act of indiscipline on the part of persons deployed by him / her. The Agency shall ensure proper conduct of this person in office premises.
- xii. The person deployed shall not claim any master & servant relationship against CGTMSE.

#### **6.9 RIGHTS OF CGTMSE**

- i. Decision of CGTMSE in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the Agency.
- ii. In case of any dispute between the Agency and CGTMSE, the CGTMSE shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Mumbai.

- iii. Estimated number of Personnel is subject to reasonable change at the discretion of the competent authority at CGTMSE.
- iv. CGTMSE's authority reserves the right to ask for replacement of a particular personnel employed by the Agency if the service of the individual are found unsatisfactory. But in case such a request for replacement is made, the Agency will ensure the compliance of the required legal formality.
- v. The CGTMSE has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month notice in advance to the Agency in writing or by making equivalent payment thereof.
- vi. In case of any difference of opinion or dispute arising between the parties, regarding depreciation or implementation of any of the terms and conditions of the Contract / Agreement, then the same shall be referred to the competent authority of CGTMSE whose decision shall be final and binding upon both the parties. However, all matters of jurisdiction shall be at the local courts located at Mumbai.
- vii. In case of breach of any of the terms of agreement, the performance security deposit of the Agency shall be liable to be forfeited by the CGTMSE. In addition, the Contract / Agreement will also be liable to be terminated. Any sum of money due or payable to the CGTMSE including the security deposit refundable to him / her under the contract can be appropriated by CGTMSE against any amount which the Agency may owe to CGTMSE.

#### **6.10 Dealing of Offence/ Loss etc.**

- i. In case of any theft or pilferages, loss or other offences in the nature of fraud or otherwise, committed by the personnel employed by the agency, the agency will investigate and submit a report to the CGTMSE and maintain liaison with the police. FIR will be lodged by the CGTMSE wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed.
- ii. In case of any loss that might be caused to the CGTMSE due to lapse on the part of the personnel discharging duties & responsibilities, the same will be borne by the Agency and in this connection, the CGTMSE shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the CGTMSE besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the CGTMSE shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- iii. In case, the personnel deployed by the agency are found absent from duty any time or sleeping or found engaged in irregular activities, the CGTMSE shall deduct the requisite amount at the prorata (per day basis) from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
- iv. In case of breach of any of the terms of agreement, the performance security deposit of the agency shall be liable to be forfeited by the CGTMSE. In addition, the contract/Agreement will also be liable to be terminated. Any sum of money due or payable to the CGTMSE including the security deposit refundable to agency under the contract can be appropriated by the CGTMSE against any amount which the agency may owe to the CGTMSE.



## **6.11 TERMINATION**

**6.11.1** CGTMSE shall reserve the right to terminate the contract by giving 90 days' notice to the Service Provider, in the event of one or more of the following situations:

- I. Out of convenience – termination of contract after 06 months from the start date of the contract. The Bidder shall not have the right to terminate contract for convenience
- II. On happening of one or more of the following events
  - (a) *Bidder [Service Provider] fails to perform any other obligation(s) under the contract.*
  - (b) *Any threat is perceived or observed on the security of Trust's data/ application/ IT Infrastructure/ property out of any action by the personnel deployed by the bidder.*
  - (c) *Bidder fails to rectify a default or given situation within a remedy period of 90 days given by the Trust. Trust will provide in writing the nature of the default/ situation to the vendor through a letter or mail correspondence. The 90 days' time period will commence from the day the Trust has sent such correspondence to the Vendor.*
  - (d) *In the event of service provider becoming bankrupt or otherwise insolvent. In such event, CGTMSE may terminate the contract by giving even a short notice of less than 90 days and termination will be without any compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Trust.*

### **6.11.2 Payment in case of Termination of contract**

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

### **6.11.3 Force Majeure**

- I. Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract/ order subsequent to this RfP is the result of an event of Force Majeure.
- II. If a Force Majeure situation arises, successful bidder shall promptly notify CGTMSE in writing of such conditions and the cause thereof within twenty calendar days.

Unless otherwise directed by CGTMSE in writing, successful bidder shall continue to perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- III. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, CGTMSE and the successful bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
- IV. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

#### **6.12 Corrupt and fraudulent practice**

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

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

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

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

#### **6.13 Waiver**

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right, power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

#### **6.14 Violation of terms**

The Trust clarifies that the Trust shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and

representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Trust may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### **6.15 Confidentiality**

- I. This RfP contains information proprietary to CGTMSE. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of CGTMSE. The Bidders shall submit a non-disclosure agreement as per **Annexure – IV** on non-judicial stamp paper of appropriate value at the time of submission of bids.
- II. In case the selected vendor is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent contract/ purchase order.

#### **6.16 IPR Infringement**

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

#### **6.17 Limitation of liability**

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

#### **6.18 Rights to Visit**

- I. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to CGTMSE or its designees at any time during normal business hours, as often as CGTMSE deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.



- II. CGTMSE, including its settlers like SIDBI, Ministry of MSME or any such other agency like RBI etc., reserves the right to visit any of the Bidder's premises with prior notice to ensure that data/ information provided by the Trust is not misused. The Bidder will have to cooperate with the authorized representative/s of the Trust and will have to provide all information/ documents required by the Trust.

#### **6.19 Audit**

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

1. In case the selected vendor is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent contract/ purchase order.
2. Inspect and audit its books and accounts and to provide copies of any audit or review reports and findings made on the service provider, directly related to the services related to this RfP. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.
3. Remotely monitor/ / access to CGTMSE's data/ information and /or audit the log of access CGTMSE's data/ Information.

#### **6.20 Compliance with Statutory and Regulatory Provisions**

It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions as prescribed/ recommended by concerned regulators/ Govt. agencies from time to time in connection with the delivery of services similar to the services mentioned in this RFP, during the course of the contract.

#### **6.21 Taxes and Duties**

- I. The Vendor shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of services. Remittance of all such charges collected from CGTMSE and meant to be deposited with appropriate Govt. authorities, shall be the sole responsibility of the vendor.
- II. The vendor must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Trust in this regard.
- III. Providing clarifications/ particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
- IV. Tax deduction at Source – Wherever the laws and regulations require deduction of such taxes at the source of payment, the Trust shall effect such deductions from the

payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Trust as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

#### **6.22 Right of Publicity**

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

#### **6.23 Resolution of Dispute**

- I. CGTMSE and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, CGTMSE and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.
- II. The dispute resolution mechanism to be applied shall be as follows:
  - a) In case of Dispute or difference arising between CGTMSE and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third party arbitrator mutually appointed by both the parties.
  - b) Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
  - c) The cost and expenses of Arbitration proceedings will be equally shared and paid by both the parties.
- III. The agreement/ contract shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.
- IV. No conflict between the BIDDER and CGTMSE shall cause cessation of services. Only by mutual consent the services will be withdrawn.
- V. CGTMSE reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

\*\*\*\*\*

**Annexure- I**
**Format of Minimum Eligibility BID**

FROM:

Name and address of the Bidder

To

 The Deputy General Manager,  
 Credit Guarantee Fund Trust for Micro and Small Enterprises  
 7<sup>th</sup> Floor, Swavalamban Bhavan,  
 SIDBI, Plot No. C-11, 'G' Block  
 Bandra Kurla Complex,  
 Bandra (East),  
 Mumbai – 400051

Sr. No.	Particulars	Details to be filled in by the Agency along with documentary proof.
1	Name of the Agency / Contact Person (Name and mobile number)	
2	Regd. Office/ Business address of the Agency / Tel. No.	
3	Date of Incorporation / Constitution	
4	PAN No. of the Agency [Attach copy of PAN card]	
5	GST Registration No. (Attach Copy of Registration)	
6	The Agency should be a Public Sector Undertaking / Partnership firm / Private Limited / Limited Company under Indian Laws and should be in the business of providing manpower to various establishments for at least 5 years. (Documentary proof to be attached).	
7	The Agency should be an Income Tax Assessee having filed I.T. Returns for the last three Financial Years. (Attach copy of Income Tax Returns for all the three assessment Years). In case the Agency is exempted from paying income tax, the exemption certificate received from IT Department may be enclosed.	
8	The Agency should be registered with Goods and Service Tax Authority for GST purposes and must have a valid GST number. The GST Registration Certificate should be in the name of the bidder.	
9	The Agency should have (i) an annual gross turnover of at least ₹50 Crore in each of the last three audited financial years viz 2016-17,2017-18, 2018-19 <b>and</b> (ii) The Bidders should have net worth of ₹50 Lakh and above as on March 31, 2019 and cash profit ( <b>i.e. no cash loss</b> ) in at least 02 years of the last 03 audited financial years viz. 2016-17, 2017-18, 2018-19. (Audited balance sheet and profit & loss statement for respective financial years to be submitted as documentary proof).	

10	The Agency must have office in Mumbai/ Navi Mumbai/ Thane and should be in existence as on 31.03.2019 to liaison with CGTMSE and handle all administrative work pertaining to the contract.	
11	The Agency should have <b><u>provided recruitment search services</u></b> to at least 2 of any of the following: Public/Private Sector Banks / all-India Financial Institutions / MNCs / large corporate for a minimum period of 2 years. (Copies of work order / agreement to be attached).	
12	The Agency should have <b><u>supplied contract manpower</u></b> to at least two of any of the following: Banks/ All-India Financial Institutions/ Nationalised Insurance Companies/ PSUs or their associates/ MNCs / large corporates for a minimum period of 3 years. (Copies of the work order / agreement to be attached).	
13	The Agency should not have been black-listed or faced legal action by any Public Sector Bank, Trust, RBI or IBA or any other Government agency as on date of this RfP.	
14	The Agency should have the capacity to provide work force of at least 100 people to offer on need basis (shall enclose a certified copy of License from Labour Commissioner to employ Contract Labour under Contract Labour Act).	
15	The Agency should be ISO 9001-2015 certified.	
16	The Agency should have been making payment of wages to the employees of Agency through NEFT/RTGS/cheque accompanied by proper money receipt.	
17	The Agency should submit an undertaking (as per prescribed format) that it has complied with all the provisions of applicable laws with respect to Minimum Wages Act, ESI and EPF Acts etc.	

I / We agree to abide by the terms and conditions stipulated by CGTMSE in the tender document.

I / We also undertake to ensure compliance with the requirements of EPF, ESI, and Minimum Wages act and also abide by all the other statutory requirements necessary in this regard. I / We agree that CGTMSE would neither involve itself in any matters nor be responsible for any shortcomings arising out of the non-compliance of the necessary regulations / loss.

Date

Signature  
 Name and seal of the  
 Company / Firm

**Annexure II**

**Letter of Competence**

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

**(Rfp No. .... dated ...../...../2019)**

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

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

Thanking you,

Yours sincerely,

---

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

---

**Annexure III**

**Declaration Regarding Clean Track Record**

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

Date:

The Deputy General Manager  
CGTMSE,  
7th Floor, Swavalamban Bhavan,  
SIDBI, Plot No. C-11, 'G' Block  
Bandra Kurla Complex,  
Bandra (East)  
Mumbai - 400051

Dear Sir,

**RfP – HR Agency for providing off-role manpower Services**  
(Rfp No. .... dated ...../...../2019)

I have carefully gone through the Terms & Conditions contained in the RFP No. .... **dated** ....., **2019** regarding selection of the vendor for providing captioned services as per SOW contained in the said RfP, to CGTMSE. We undertake that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India, as on date of this RfP. We also undertake that we are not involved in any legal case that may affect the solvency/ existence of our firm or in any other way that may affect our capability to provide/ continue to provide the services to the Trust.

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

Thanking you,

Yours sincerely,

---

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

---

**Annexure IV**

**Non-Disclosure Agreement**

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

WHEREAS, We, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “...<service name>.....” as per scope defined in the **Request for Proposal (RfP) No. .... dated ...../..../2019** for Credit Guarantee Fund Trust for Small and Medium Enterprises (CGTMSE), having its office at 7<sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, Plot No. C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 (hereinafter referred to as the TRUST) and;

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

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

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

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

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

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

Yours sincerely,

---

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

---

**Annexure V**

**Power of Attorney**

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

(RfP No. .... dated ...../...../2019)

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_ on \_\_\_\_\_, 2019, We, \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)' relating to '**Request for proposal No. RfP No. .... dated ....., 2019 for .....**' and to attend meetings and hold discussions on behalf of the Company with CGTMSE in this regard.

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

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

For and on behalf of the Board of Directors of

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

WITNESS:  
Signature of \_\_\_\_\_

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



## **Annexure - VI**

### **Pre-contract Integrity Pact**

(RfP No. .... dated ...../...../2019)

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

#### **1 General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place on ---- day of the month of -----, 2019 between Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), a Trust setup by Govt. of India (GOI) and Small Industries Development Bank of India (SIDBI), and having its Office at 7th Floor, Swavalamban Bhavan, SIDBI, Plot No. C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 (hereinafter called the "CGTMSE"), which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s ----- represented by Shri -----, Chief Executive Officer (hereinafter called the "BIDDER/ Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CGTMSE proposes to select the Seller for providing ".... **<service name>** ....." and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the CGTMSE is a Trust set up by GOI and SIDBI.

NOW, THEREFORE,

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

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

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

#### **2 Commitments of the CGTMSE**

2.1 The CGTMSE undertakes that no official of the CGTMSE, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in

exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 2.2 The CGTMSE will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the CGTMSE will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CGTMSE with full and verifiable facts and the same is prima facia found to be correct by the CGTMSE, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CGTMSE and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CGTMSE the proceedings under the contract would not be stalled.

### **3 Commitments of BIDDERS**

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the CGTMSE, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CGTMSE or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the CGTMSE that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the CGTMSE or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such

individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CGTMSE or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the CGTMSE as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the CGTMSE or alternatively, if any relative of the officer of the CGTMSE has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

#### **4 Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any

Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

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

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount towards Earnest Money Deposit in the form, manner and validity as prescribed in the tender document.
- 5.2 No interest shall be payable by the CGTMSE to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CGTMSE to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

## **6 Sanctions for Violations**

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CGTMSE to take all or any one of the following actions, wherever required :-
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
  - ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CGTMSE and the CGTMSE shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
  - iv. To recover all sums already paid by the CGTMSE, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing **MCLR of State Bank of India**, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the CGTMSE in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CGTMSE along with interest.
  - vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the CGTMSE resulting from such

cancellation/ rescission and the CGTMSE shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

- vii. To debar the BIDDER from participating in future bidding processes of the CGTMSE or its associates or subsidiaries for minimum **period of three years**, which may be further extended at the discretion of the CGTMSE.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the CGTMSE with BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of decision by the CGTMSE to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The CGTMSE will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the CGTMSE to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Fall Clause**

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

case and the difference in the cost would be refunded by the BIDDER to the CGTMSE, if the contract has already been concluded.

## **8 Independent Monitors**

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

## **9 Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the CGTMSE or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall



provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10 Law and Place of Jurisdiction**

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

**11 Other Legal Actions**

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

**12 Validity**

12.1 The validity of this Integrity Pact shall be till the complete execution of the contract to the satisfaction of both the CGTMSE and the BIDDER/Seller, including extended period, if any, whichever is later. In case the BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of this contract.

12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

CGTMSE

BIDDER

Name of the Officer

Designation

CHIE EXECUTIVE OFFICER

CGTMSE

Witness

Witness

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

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

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

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

**Annexure VII**

**Letter of Acceptance**  
**(Shall be printed on the letter head of the bidder)**

The Deputy General Manager  
**Credit Guarantee Fund Trust for Micro and Small Enterprises,**  
7th Floor, Swavalamban Bhavan,  
SIDBI, Plot No. C-11, 'G' Block, Bandra Kurla Complex,  
Bandra (East), Mumbai - 400051

Tel (O): 022-\_\_\_\_\_

Email:\_\_\_\_\_

Dear Sir,

1. I/We, undersigned, offer to provide recruitment services and contract manpower in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. I/We undertake, to enter into an agreement within 10 working days of being called upon to do so and bear all expenses including charges for stamps etc., and agreement will be binding on us.
3. If our Bid is accepted, we will submit the Performance Guarantee of a Scheduled Bank for a sum of ₹ **10 lakh** for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ..... Day of ..... 2019.

Signature of .....In capacity of.....

Duly authorized to sign the bid for and on behalf of .....

Witness .....

Address.....

Signature

Signature of Tenderer



**Annexure VIII**

**Price Bid Form**

**(Shall be printed on the letter head of the bidder)**

**The Deputy General Manager,  
CGTMSE, Mumbai.**

**Dear Sir,**

**We offer the rates for Recruitment services as under:**

<b>Sr. No</b>	<b>Description</b>	<b>Service charge per month per person</b>
1	Off-roll manpower required as per <b>Annexure-XII</b>	%age of CTC

**CTC, for the purpose of calculating % of service charges as mentioned above, shall include basic salary, HRA, Special Allowance, PF,ESIC, Leave Salary etc. but should exclude GST and agency's administrative and any other charges not indicated above.**

**Note:**

- (i) We understand that the CtC shall be fixed by CGTMSE.
- (ii) The %age quoted herein shall remain firm and unchanged throughout the contract period. Any request for change of rates during the tenure of the contract would not be entertained by the Trust.
- (iii) The above rates are exclusive of applicable taxes which would be charged as at actual.
- (iv) We are aware that all the payments shall be subject to TDS, as applicable, at the time of payment.

I / We agree to undertake the work subject to terms and conditions stipulated by CGTMSE at the rates quoted above.

**Date:**

**SIGNATURE  
Name and Seal of firm / Company**

**Annexure IX****EMD / PERFORMANCE SECURITY FORM  
(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)**

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

WHEREAS ..... (Name of Vendor) (hereinafter called the ‘the Vendor’) has undertaken, in pursuance of Request for Proposal (RFP) No. .... Dated .....2019 to supply ..... (description of Products and Services) (herein after called the ‘the RFP’) to you.

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

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

We \_\_\_\_\_ **Bank** further undertake not to revoke and make ineffective the guarantee during it’s currency except with the previous consent of the CGTMSE in writing.

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

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

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might

operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

- (i) any time or waiver granted to the vendor;
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
- (iii) any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
- (iv) any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
- (v) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- (vi) any change in constitution of the vendor;
- (vii) any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

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

This guarantee is valid until the ..... day of .....2019 and a claim in writing is required to be presented to us within three months from i.e. on or before \_\_\_\_\_all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)  
 .....  
 Date.....  
 Address .....  
 .....

**Annexure X**

**Letter Of Authorisation For Attending Bid Opening**

(To reach on or before date of bid opening)

To,

The Deputy General Manager  
Credit Guarantee Fund Trust for Micro and Small Enterprises,  
Bandra Kurla Complex,  
Mumbai.

**Sub: Authorization for attending bid opening on \_\_\_\_\_**

**Of \_\_\_\_\_**

Dear Sir,

Following person is hereby authorized to attend the bid  
opening for the tender mentioned above on behalf of Bidder:

Name

Signature

Alternate representative:

Name

Signature

Signature of the bidder or of the officer authorised to sign the documents on behalf of the bidder.

Note:

- i) Maximum of one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.
- ii) Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received before last date of submission of bid

**Annexure XI**

**DRAFT AGREEMENT FOR THE PROVISION OF OFF ROLL STAFF BY [\*] TO  
CREDIT GUARANTEE FUND TRUST FOR MICRO AND SMALL ENTREPRISES (CGTMSE)**

This agreement entered on the \_\_\_\_\_ Day of \_\_\_\_\_ 2019 at Mumbai

Between

**CREDIT GUARANTEE FUND TRUST FOR MICRO AND SMALL ENTREPRISES (CGTMSE)**, a Trust set up by Ministry of MSME, Government of India and Small Industries Development Bank of India and having its, Office at 7<sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, Plot No. C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 hereinafter referred as CGTMSE which expression shall unless it be repugnant to subject or context thereof, include its success and assign represented herein by Shri \_\_\_\_\_

AND

[\*], a Company, incorporated under the provision of the companies Act, 1956 having its registered office [\*] hereinafter referred to as Agency which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns for supply of off roll personnel on contract basis represented herein by **Group Head – Human Resources Shri** \_\_\_\_\_

**WHEREAS,**

[\*] is, inter alia, engaged in the business of providing deputation service to various establishment through its employees on contract basis carryout different activities has agreed to supply off roll personnel on contract basis subject to the conditions and instructions set forth herein and to the terms and conditions set forth in the tender including the general terms and conditions mentioned therein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

**1. SCOPE OF SERVICE**

- 1.1 CGTMSE is in the business of providing guarantees for the collateral/third party guarantee free loans extended by Member Lending Institutions to Micro and Small Enterprises up to Rs.200 lakh. CGTMSE has felt a need of hiring outsourced staff for carrying out its day to day operations. These outsourced staffs (hereinafter called off roll staff) is to be used for carrying out front and back office operations of CGTMSE. [\*] will supply manpower to CGTMSE, based on specification spelt out by CGTMSE from time to time and agreed to by [\*], in numbers required by it.
- 1.2 Personnel taken on the rolls of [\*] under this contract will be those who have cleared [\*] selection process and have been considered suitable for the assignment by CGTMSE. All personnel so supplied/deputed to CGTMSE under this agreement would be those who have a valid contract of employment with [\*]. Such personnel shall not be below the age of 21 years.
- 1.3 In performing the contract, [\*] shall at all times act as an independent service provider. The contract does not in any way create relationship of principal and an agent between CGTMSE and [\*]. [\*] shall not act or attempt or represent itself as an agent of CGTMSE.

- 1.4 The contract does not in any way create a master and servant relationship between outsourced employees of [\*] and CGTMSE. Under no circumstances, [\*] outsourced personnel shall be considered as employees of CGTMSE nor shall such relationship be considered to exist.
- 1.5 The personnel will be considered on contractual deputation for a period of 02 years from the effective date of reporting to CGTMSE. However, CGTMSE shall reserve the right to extend the contract for a maximum period of 01 year on the same terms and conditions. CGTMSE has the right to review the Contract at regular intervals on the basis of satisfactory performance in the previous period.
- 1.6 This contract will be valid for a period of 02 years from the date of signing of this agreement. However, CGTMSE shall reserve the right to extend the contract for a maximum period of 01 year on the same terms and conditions. CGTMSE has the right to review the Contract at regular intervals on the basis of satisfactory performance in the previous period. Any amendment to the provisions of this agreement may be effected by exchange of letters between the parties hereto, on mutually agreed terms and the same shall form part of this agreement.

## **2. PLACE OF DEPUTATION**

CGTMSE will, from time to time, inform [\*] in writing as to the number of personnel required, their qualification, age criteria, salary structure, monthly CTC / Gross salary grade wise, their job description, and their place of working/posting.

## **3. FACILITATION**

The issues of the off roll staff will be handled by [\*] designated personnel. Details of these off roll staff will be notified to CGTMSE. Any issue or request to be escalated by CGTMSE may be addressed to the Head, Operation of [\*] or to the personnel listed below under the escalation clause.

CGTMSE will also designate personnel and notify [\*] on the same for the purposes of discharging obligations under this contract. These personnel will be the principal coordinators for the purposes of this contract and will be empowered to discuss and reach agreement on any action with regard to any operational aspect of the deputation.

## **4. SERVICE FEES**

In consideration of the services to be rendered, CGTMSE will pay [\*] a service fee, which is mentioned in **Annexure VIII** as also in **Appendix II**.

## **5. STATUTORY COMPLIANCE**

[\*] will comply with the provision of all statutes; ordinance, rules and regulations applicable to the services agreed to be provided pursuant to this agreement and shall obtain all necessary registration, licenses, approvals and sanctions under the laws applicable. [\*] confirms that it has and will comply with all requirements of the statutory authorities in respect of Contract, Labour, Provident Fund, ESCIC, Gratuity, Bonus, leave & Professional Tax etc. including the monthly contribution to be deposited with these authorities in respect of the personnel provided to CGTMSE. [\*] shall, if required, be asked to submit quarterly, suitable documentary evidence pertaining to payment of PF, ESIC etc for the staff deputed to work for CGTMSE.

## **6. OPERATING GUIDELINES**

[\*] and CGTMSE agree to abide by the operating guidelines evolved and commit to discharging its responsibilities as set out, in ensuring that deputation services management is administratively effective, fair and mutually beneficial. These are set out in the **Appendix I** and are understood to be an integral part of this contract.

## **7 General Terms & Conditions**

### **7.1 General Conditions**

- i) The selected Agency shall not, without CGTMSE's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of CGTMSE in connection therewith, to any person other than a person employed by the Agency in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- ii) The selected Agency shall not outsource the work to any other associate / franchisee / third party without prior approval of CGTMSE.
- iii) CGTMSE may, by written notice sent to the selected Agency, terminate the work order and / or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for CGTMSE's convenience, the extent to which performance of work under the work order and / or the contract is terminated, and the date upon which such termination becomes effective. CGTMSE reserves the right to cancel the remaining part and pay to the selected Agency an agreed amount for partially completed Services. In the event of the Agency's Company or the concerned division of the Company is taken over / bought over by another Company, all the obligations under the agreement with CGTMSE, should be passed on for compliance by the new Company / new division in the negotiation for their transfer.

### **7.2 SECURITY**

The engaged personnel shall not divulge or disclose to any person, any details of office, operational process, technical knowhow, security arrangements, administrative / organization matters as all are of confidential / secret nature. The person concerned shall be liable for penal action under IPC, Cr. P.C or any other relevant provision besides, action for breach of contract.

### **7.3 INDEMNITY**

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



- vi) Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
  - vii) Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
  - viii) Infringement of 3rd party intellectual property rights and inappropriate disclosure or data breach.
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Trust that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Trust:
- i) Notifies the Bidder in writing; and
  - ii) Cooperate with the bidder in the defence and settlement of the claims.

#### **7.4 PROVIDING SERVICES/ SUPPORT**

- i. The Agency will ensure that salaries are given to the deployed professionals in time i.e. **latest by 3rd working day** of the month.
- ii. The Agency personnel shall be used for providing services / support as specified by CGTMSE. In case any personnel of the Agency is found engaged in doing any work other than the above or found not useful for the project, the Agency shall withdraw him / her from service and arrange for replacement immediately at their own cost.
- iii. The Agency shall be responsible for any damage to equipment, property and third party liabilities caused by acts on his part of / on part of its deployed manpower at CGTMSE's premises. All equipment's shall be used only for the purpose of carrying out legitimate business of CGTMSE and shall not be put into any other use.
- iv. CGTMSE stands absolved for any liability on account of death or injury sustained by the concerned staff during the performance of this Engagement and also for any damages or compensation due to any dispute between the Agency and its staff.
- v. The staff shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the users' problems. The Agency shall verify the character antecedents before deploying any person at CGTMSE.
- vi. Any extra expenditure for getting the work done from other agency / open market due to the failure of the Agency to provide support within the scheduled time as mentioned in the order will be recovered from the Agency through Security Deposit or pending bills or other dues if any or by raising claims.
- vii. CGTMSE reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of CGTMSE will be final in this regard.
- viii. Before deployment of Off-Roll staff, CGTMSE will conduct a test / interview of the candidates.
- ix. It shall be the responsibility of Agency to pay the salaries in time .i.e., latest of 3<sup>rd</sup> of each month. A Penalty of Rs.5000/- per day shall be charged in case of delay in payment of salary to deployed professionals.
- x. It shall be the responsibility of Agency to provide selected manpower to join CGTMSE within reasonable period of placing the work order by CGTMSE, but not exceeding 30 days. A penalty of ` **500 per day** will be charged after 30 days for every day in delay in deployment of required resources. In case Agency fails to provide the candidates for four weeks for CGTMSE, the contract to Agency will

be terminated and Security Deposit will be forfeited. Also work got done from alternate sources at the risk and cost of the defaulting Agency.

- xi. In case of manpower, the Agency shall have to provide immediate replacement for the deployed manpower if CGTMSE is not satisfied with his / her performance.
- xii. Medical or any other allowances to the staff deployed will not be borne by CGTMSE. It will be the responsibility of the Agency.
- xiii. For the manpower deployed, the Agency shall keep record with them, their present and permanent address, educational and technical qualification details, specimen signature, and two passport size photographs and furnish these details/ information to CGTMSE, as and when required.
- xiv. The Agency shall issue appointment order / letter to the deployed manpower and issue valid I-Card to each one of them.
- xv. They shall wear the I-Cards on their person at their respective places of work.
- xvi. **Period of Contract:** The contract shall be valid for contracted period of **02 years** from date Of issue of work order. However, CGTMSE shall reserve the right to extend the contract for a maximum period of 01 year on the same terms and conditions.
- xvii. **Quantity:** Estimated number of Manpower to be hired is listed in **Annexure XII** .. The agency should be in a position to supply need based manpower whenever called for by CGTMSE. However, it should be clearly noted that CGTMSE shall place the order only as per the actual requirement from time to time.
- xviii. **Duty Hours:** Normal duty hours as per CGTMSE Rules. For the work beyond duty hours or on holidays, the same would be suitably compensated.
- xix. **Reporting Place:** All the resources would be deployed at CGTMSE's present office location at the following address or at any other office of CGTMSE as informed during the contract period:

**Credit Guarantee Fund Trust for Micro and Small Enterprises [CGTMSE]**  
7<sup>th</sup> Floor, Swavalamban Bhavan, SIDBI, Plot No. C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (East), Mumbai - 400051

- xx. Leave: Personnel deployed through the Agency will be entitled to 21 days of leave during a complete calendar year. While the first 10 days leave shall accrue on the first working day of the calendar year, remaining 11 days leave shall accrue on the first working day of July every year. Intervening holidays will not be counted as leave period. The said leave shall accrue on proportionate basis depending on the date of joining/leaving of the concerned personnel. The unavailed leave will automatically lapse as end of December 31 every year.
- xxi. Personnel deployed shall not be absent from duties without having first obtained the permission of the competent authority. The personnel who absents from duty without leave or overstays leave shall be treated as leave without pay during such absence or overstayed, and shall further be liable to such disciplinary measures as the authority may impose.
- xxii. Personnel deployed shall not attend the office late. Ten minutes grace is allowed on each working day beyond official time fixed by CGTMSE. The personnel shall forfeit one day of leave for the every three days he is late in a month. Where no leave is due to such a personnel, the period of leave shall be treated as leave without pay.
- xxiii. CGTMSE shall advise the agency to terminate the contract of a personnel / replace him in case of (i) unauthorized absence beyond one month (ii) personnel is irregular in attendance (iii) habitual late comer (iv) breach of discipline (v) non-adherence of instruction given by the superiors.
- xxiv. In the case of any accident / injury / death caused to the hired staff, all the claims arising out of it shall be met by the Agency / Contractor.

- xxv. In case of frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.
- xxvi. The contractual staff must observe all the etiquette and protocol while performing the duty.
- xxvii. The deployed Manpower will be bound to carry out the instructions of CGTMSE.
- xxviii. A daily record indicating time and signature for attendance of each Manpower will be maintained by the agency.
- xxix. Manpower Agency has to appoint only the persons who have been interviewed / tested by CGTMSE. Agency / Contractor have to submit the bio-data (affixed with photo and enclosed all certificates for education and professional experience). If, required CGTMSE may verify originals documents.
- xxx. Contractor is liable to provide additional manpower against demand from this office. Only quoted rate will be applicable in the cases of any additional manpower hired by this office for its use.

### **7.5 LIABILITY OF AGENCY**

- i. The Agency is solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in CGTMSE. The CGTMSE shall have no liability in this regard. The Agency shall comply with all representations, grievances of the employees deployed by them at CGTMSE.
- ii. CGTMSE shall remit the consolidated amount to the agency on the basis of Bill raised by the Agency / Contractor. Irrespective of any administrative delay in releasing the payment to the Agency, Agency shall make payment to its employees' deployed at CGTMSE in time.
- iii. For all purposes, the Agency will be the "Employer" within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The persons deployed by the service provider in CGTMSE shall not have any claims whatsoever like employer and employee relationship against CGTMSE.
- iv. The service provider shall provide substitute well in advance if there is any probability of the person leaving the job due to his / her own personal reasons.
- v. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider (Agency).
- vi. The Agency shall be responsible for recruitment of personnel and the personnel engaged by him shall be under direct control / supervision of officer(s) of CGTMSE.
- vii. The Agency shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.
- viii. The service provider (Agency) shall not assign, transfer, pledge or sub-contract the performance of service without the prior written consent of this office.
- ix. In case of any theft or loss of property due to negligence or carelessness of your personnel, Agency will be fully responsible and it will have to make good the losses to CGTMSE, otherwise the same will be deducted from the security deposit or from the payments.
- x. The service provider (Agency) shall be contactable at all times and messages sent by e-mail / fax / special messenger from CGTMSE to the service provider shall be acknowledged immediately on receipt on the same day.

### **7.6 RESPONSIBILITY OF AGENCY**

- i. The Agency is fully responsible for timely claiming and disbursing monthly payment of wages to the personnel deployed by them in the "CGTMSE".
- ii. The Agency is solely responsible for any accident / medical / health related liability for the personnel deployed by Agency at CGTMSE. The CGTMSE shall have no liability in this regard. The Service

Provider (Agency) shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed.

- iii. The Agency shall deploy staff as per education, qualification and experience given in the tender notice / as informed by CGTMSE. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- iv. If the Agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the CGTMSE at Agency's own cost.
- v. The Agency shall be bound by the details and documents as furnished by them to CGTMSE while submitting the tender or at any other time. In case any of the details of such documents furnished by him / her are found to be false at any stage, this would be deemed to be a breach of the terms of contract making him / her liable for action.
- vi. The Agency also agrees to comply with annexed Terms and Conditions.

### **7.7 Duties of the Agency**

- i. The character and antecedents of such personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect submitted to CGTMSE. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the CGTMSE along with testimonials before they are actually deployed for the job.
- ii. The agency shall ensure that the personnel deployed are healthy.
- iii. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the CGTMSE.
- iv. The agency shall be liable to make substitute arrangements in case of the absence of the personnel for more than a week at a stretch.
- v. The person engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. The Transportation, food, medical, and other statutory requirements in respect of each personnel of the service provider will be the responsibility of the service provider. Further the said persons of the service provider shall not claim any absorption at any cadre in CGTMSE.

### **7.8 ROLE OF DEPLOYED PERSONNEL**

- i. The personnel provided by the Agency will not claim to become the employees of the CGTMSE and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in CGTMSE.
- ii. The day-to-day functioning of the service shall be carried out by the deployed persons in consultation with and direction of the Officer(s) of CGTMSE.
- iii. The Agency shall ensure good behaviour from personnel's on duty with the CGTMSE establishment. They shall abstain from taking part in any staff union and association activities. The CGTMSE shall not be liable to provide any residential accommodation to the personnel.
- iv. The personnel engaged by the Agency will be bound to observe all instructions issued by CGTMSE's authority concerning general discipline and behaviour.
- v. In case the personnel engaged by the Agency commit any act of omission or commission constituting mis-conduct or indiscipline, the Agency shall be liable and responsible to take disciplinary action against the personnel / staff, including suspension, dismissal from service, removal from CGTMSE's premises / campus or police prosecution.
- vi. In case of the termination of this contract/ agreement on its expiry or otherwise, the personnel engaged and deployed/deputed by the agency, will not be entitled to and will not claim any absorption in the Regular or otherwise services of the CGTMSE.
- vii. The Agency has to provide the photo identity cards to the persons employed by it during the office hours. These cards are to be constantly displayed & their loss reported immediately.

- viii. The Agency shall provide substitute immediately any of its personnel upon receiving written notice from CGTMSE, if they are unacceptable to CGTMSE because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct.
- ix. The Agency personnel's working should be polite, cordial, positive and efficient, while handling the assigned work and their action shall promote good will and enhance the image of the office. The Agency shall be responsible for any act of indiscipline on the part of persons deployed by him / her. The Agency shall ensure proper conduct of this person in office premises.
- x. The person deployed shall not claim any master & servant relationship against CGTMSE.

#### **7.9 RIGHTS OF CGTMSE**

- i. Decision of CGTMSE in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the Agency.
- ii. In case of any dispute between the Agency and CGTMSE, the CGTMSE shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Mumbai.
- iii. Estimated number of Personnel is subject to reasonable change at the discretion of the competent authority at CGTMSE.
- iv. CGTMSE's authority reserves the right to ask for replacement of a particular personnel employed by the Agency if the service of the individual are found unsatisfactory. But in case such a request for replacement is made, the Agency will ensure the compliance of the required legal formality.
- v. The CGTMSE has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month notice in advance to the Agency in writing or by making equivalent payment thereof.
- vi. In case of any difference of opinion or dispute arising between the parties, regarding depreciation or implementation of any of the terms and conditions of the Contract / Agreement, then the same shall be referred to the competent authority of CGTMSE whose decision shall be final and binding upon both the parties. However, all matters of jurisdiction shall be at the local courts located at Mumbai.
- vii. In case of breach of any of the terms of agreement, the performance security deposit of the Agency shall be liable to be forfeited by the CGTMSE. In addition, the Contract / Agreement will also be liable to be terminated. Any sum of money due or payable to the CGTMSE including the security deposit refundable to him / her under the contract can be appropriated by CGTMSE against any amount which the Agency may owe to CGTMSE.

#### **7.10 Dealing of Offence/ Loss etc.**

- i. In case of any theft or pilferages, loss or other offences in the nature of fraud or otherwise, committed by the personnel employed by the agency, the agency will investigate and submit a report to the CGTMSE and maintain liaison with the police. FIR will be lodged by the CGTMSE wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed.
- ii. In case of any loss that might be caused to the CGTMSE due to lapse on the part of the personnel discharging duties & responsibilities, the same will be borne by the Agency and in this connection, the CGTMSE shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the CGTMSE besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the CGTMSE shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- iii. In case, the personnel deployed by the agency are found absent from duty any time or sleeping or found engaged in irregular activities, the CGTMSE shall deduct the requisite amount at the prorata (per day basis) from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.



- iv. In case of breach of any of the terms of agreement, the performance security deposit of the agency shall be liable to be forfeited by the CGTMSE. In addition, the contract/Agreement will also be liable to be terminated. Any sum of money due or payable to the CGTMSE including the security deposit refundable to agency under the contract can be appropriated by the CGTMSE against any amount which the agency may owe to the CGTMSE.

## **7.11 TERMINATION**

**7.11.1** CGTMSE shall reserve the right to terminate the contract by giving 90 days' notice to the Service Provider, in the event of one or more of the following situations:

- i. Out of convenience – termination of contract after 06 months from the start date of the contract. The Bidder shall not have the right to terminate contract for convenience
- ii. On happening of one or more of the following events
  - (a) *Bidder [Service Provider] fails to perform any other obligation(s) under the contract.*
  - (b) *Any threat is perceived or observed on the security of Trust's data/ application/ IT Infrastructure/ property out of any action by the personnel deployed by the bidder.*
  - (c) *Bidder fails to rectify a default or given situation within a remedy period of 90 days given by the Trust. Trust will provide in writing the nature of the default/ situation to the vendor through a letter or mail correspondence. The 90 days' time period will commence from the day the Trust has sent such correspondence to the Vendor.*
  - (d) *In the event of service provider becoming bankrupt or otherwise insolvent. In such event, CGTMSE may terminate the contract by giving even a short notice of less than 90 days and termination will be without any compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Trust.*

Notice issued to the bidder shall be deemed to have been served after 7 days in case the same was sent by registered post /speed post and after 2 days in case the same was sent by telegram/fax

### **7.11.2 Payment in case of Termination of contract**

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

### **7.11.3 Force Majeure**

- i. Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order subsequent to this RfP is the result of an event of Force Majeure.
- ii. If a Force Majeure situation arises, successful bidder shall promptly notify CGTMSE in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by CGTMSE in writing, successful bidder shall continue to perform its obligations as per the

- order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, CGTMSE and the successful bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
  - iv. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

#### **7.12 Corrupt and fraudulent practice**

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

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

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

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

#### **7.13 Waiver**

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right, power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

#### **7.14 Violation of terms**

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

#### **7.15 Confidentiality**

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



and assets related to services within the ambit of this RfP and subsequent contract/ purchase order.

**7.16 IPR Infringement**

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

**7.17 Limitation of liability**

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

**7.18 Rights to Visit**

- i. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to CGTMSE or its designees at any time during normal business hours, as often as CGTMSE deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- ii. CGTMSE, including its settlers like SIDBI, Ministry of MSME or any such other agency like RBI etc., reserves the right to visit any of the Bidder's premises with prior notice to ensure that data/ information provided by the Trust is not misused. The Bidder will have to cooperate with the authorized representative/s of the Trust and will have to provide all information/ documents required by the Trust.

**7.19 Audit**

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

- i. In case the selected vendor is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent contract/ purchase order.
- ii. Inspect and audit its books and accounts and to provide copies of any audit or review reports and findings made on the service provider, directly related to the services related to this RfP. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.
- iii. Remotely monitor/ / access to CGTMSE's data/ information and /or audit the log of access CGTMSE's data/ Information.

**7.20 Compliance with Statutory and Regulatory Provisions**

It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions as prescribed/ recommended by concerned regulators/ Govt. agencies from time to time in connection with the delivery of services similar to the services mentioned in this RfP, during the course of the contract.

#### **7.21 Taxes and Duties**

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

#### **7.22 Right of Publicity**

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

#### **7.23 Resolution of Dispute**

- i. CGTMSE and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, CGTMSE and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.
- ii. The dispute resolution mechanism to be applied shall be as follows:
  - d) In case of Dispute or difference arising between CGTMSE and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third party arbitrator mutually appointed by both the parties.
  - e) Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
  - f) The cost and expenses of Arbitration proceedings will be equally shared and paid by both the parties.
- iii. The agreement/ contract shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.
- iv. No conflict between the BIDDER and CGTMSE shall cause cessation of services. Only by mutual consent the services will be withdrawn.
- v. CGTMSE reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

- vi. Any notice, request, or correspondence to be given or made to [\*] or to CGTMSE or to any other party involved, shall be in writing

In witness whereof the parties to this agreement have set their hand and seal in this agreement

**For CGTMSE**

**Signature and Seal**

**For [\*]**

**Signature and Seal**

**Annexure - XII**
**Indicative list of Off Roll Manpower Requirement and their qualification.**

Sr. No.	Designation / Rank	Number* (Estimated)	Educational/Technical Qualification(s)	Nature of duties and responsibilities
1	Associates	2	Post Graduate/Professionals with 1 to 2 years' experience having knowledge of computer with drafting (English) and communication skills and other requisite skill sets as per the job requirements.	Front office work, processing of applications, claims, maintenance of daily funds position and relevant accounting jobs, client servicing, inspection and audit, legal, treasury related work, risk analysis etc..
2	Accounts Executive	1	B.Com with minimum 5 years of experience or M.Com with minimum 3 years' experience in finalization of accounts or Inter CA. Should has computer knowledge, preferably in tally software.	Shall be responsible for day to day operations of accounts dept., finalization of accounts, resource management, tax related matters etc.
3	Secretarial Associate	2	Graduate with excellent communication and drafting skills. Should have basic computer knowledge particularly in Excel.	Shall handle Secretarial work besides other administrative / operational work.
4	Data Management Assistants	10	Graduate with basic computer knowledge. 1 to 2 years' experience preferred.	Back office work, maintaining records of correspondence and its disposal, data entry etc.
5	Office Assistants	2	Minimum 8th passed with at least 4 years' experience in maintaining office records and other misc. office jobs.	Maintenance of office records and other misc. office jobs.
6	Office Boy	2	3 to 4 years of experience in support services.	Support services to staff.
7	IT Facility Manager	1	Degree or Diploma in Computer Engineering / Graduate with minimum 01 year Diploma in Computer hardware maintenance. Should have at least 01 year post-qualification experience in relevant field.	To provide end user IT Support for Desktops, Printers, Network connectivity, troubleshooting/ diagnostics etc.
8	Maintenance Assistants	1	Should be a literate. 2 years experience of cleaning and sanitation work.	To keep office premises clean and neat and maintain hygiene in office, toilets, kitchen. Upkeep and Cleaning of utensils, floors toilets, desks. Cupboards , windows etc.

**Note:** The manpower requirement, inclusive of designation/rank and the nature of work, as indicated in above table is only indicative in nature and may change depending upon the requirement. The agency should be in a position to supply need based manpower, including the designation / ranks not mentioned above, whenever called for by CGTMSE at the contracted rates during the currency of the contract. Further, the actual number of manpower required may reduce or increase. CGTMSE shall place the order only as per the actual requirement from time to time. The suitability of the candidate will be decided by CGTMSE. The actual number of persons would depend on suitability of the candidate, overall C/c quoted and actual requirement of CGTMSE.

## **Appendix I**

### **TO THE CONTRACT BETWEEN [\*] AND CGTMSE FOR THE OFFERING OF PERSONNEL ON CONTRACT BY [\*]**

#### **Obligations of parties to the contract :**

#### **CGTMSE :**

##### **a. Recruitment**

[\*] will help source candidates for selection based on agreed specifications. **CGTMSE will not assure or commit or allow absorption of any off roll staff for work in CGTMSE.**

On short-listing the resumes received, the following process would be followed for recruitment of staff as an executive and other positions.

For recruitment, [\*] shall form a panel consisting of a Manager & Centre Manager / Asst. Manager who would shortlist the candidates. The initial scrutiny will be done by the Centre Manager / Asst. Manager of [\*]. The final approval on selection and salary payable will rest with CGTMSE. It has to be ensured by all concerned that the salary fitment will be done as per the salary structure provided by the CGTMSE's management.

##### **b. Placement**

CGTMSE will place these off roll personnel in its registered office at Bandra Kurla Complex, Bandra (East), Mumbai. CGTMSE will send a written recommendation/report to [\*] if it wishes to relocate any of the off roll personnel.

##### **c. Payroll**

CGTMSE will intimate to [\*] in prescribed formats details of attendance, leave, on the 1<sup>st</sup> working day of every succeeding month. If no such intimation is given by CGTMSE, [\*] will process the salary for that month, assuming full attendance and that no recoveries are required. Attendance shall be calculated for the period from the 1<sup>st</sup> day of month till the last day of the month. [\*] shall raise an invoice by the 5<sup>th</sup> of next month and CGTMSE shall confirm the invoice / pay the amount maximum within 5 working days of receipt of the invoice.

##### **d. Disciplinary action**

CGTMSE will inform [\*] of any acts of misconduct by an off roll staff immediately, of which CGTMSE shall be the sole judge, and shall have the right to revert back such off roll staff to [\*].

##### **e. Withdrawal of an off roll staff**

Salary proportionate to the number of days worked in that month would be payable by CGTMSE.

##### **f. Safety and Health**

CGTMSE will not assign work of a hazardous nature (health / safety) without prior intimation to [\*] and without provision of adequate personal protection measures.

**[\*] Agency's name :**

[\*] will devise suitable selection procedure and ensure that deputed personnel's services offered have the approval of CGTMSE.

[\*] will keep its designated personnel in its centers, briefed on the service requirement with deputees / CGTMSE and ensure responsive service

On receipt of the confirmation of the invoice raised and credit of the funds, [\*] will ensure those deputees' salaries / reimbursements are processed and credit to the deputees a/c with 2 working days.

[\*] personnel will communicate with concerned Executive of CGTMSE periodically to address any problem and implement solutions to the satisfaction of CGTMSE.

[\*] will not be responsible for any payment made outside the purview of this contract by CGTMSE or any third party, to any depute, without the prior written approval of [\*].

[\*] will ensure that statutory benefits such as ESIC, PF, Professional Tax, etc., wherever applicable, will be administered as per law by [\*].

**For CGTMSE**

**Signature and Seal**

**For [\*].**

**Signature and Seal**

## **Appendix II (CTC)**

### **Remuneration for the Service rendered by [\*]**

**[\*] will work with CGTMSE for a Service fee % as indicated in Annexure VIII of tender document of Cost to Company.**

\*GST as applicable shall be payable based on payroll administered/ invoice raised

Cost to the Company of the off roll personnel would comprise of

- Basic and other components comprising of allowances and benefits.
- Employer's Contribution towards Provident Fund, ESIC, Bonus, LWF, etc
- Premium for Insurance cover (Workmen's Compensation) and Medi-claim

1. [\*] would also charge CGTMSE the followings:-

- On any other payments details received from CGTMSE, to be payable to the off roll personnel, [\*] will charge the service charges as applicable
- Any other statutory requirement, which may be imposed from time to time by any statutory or government authority.
- Any other payment made by [\*] to the off roll personnel at the request of CGTMSE.

2. [\*] shall charge the PF administrative charges and EDLI (Employee Deposit Linked Insurance) along with the monthly invoice separately as applicable. (as per details given in the sheet annexed)

3. [\*] shall treat replacement for off roll staff going on maternity Leave as a fresh recruitment.

4. [\*] shall submit the invoice for the salaries, service fee, etc on the 7<sup>th</sup> day of the next month and the payment confirmation shall be made [\*] within 5 working days of receipt of invoice.

5. GST, Fringe Benefit Tax and any other tax which will be levied by anybody under any legal & statutory provision wherever applicable will be included in the invoice raised and is to be paid by CGTMSE.

**For CGTMSE**

**Signature and Seal**

**For [\*]**

**Signature and Seal**