



UDAAN

Credit Guarantee Fund Trust for Micro and Small Enterprises
Setup by Govt. of India and SIDBI

**क्रेडिट गारंटी योजना -II - एनबीएफसी के लिए
परामर्श सेवाएं प्रदान करने के लिए सलाहकार की नियुक्ति के लिए प्रस्ताव का अनुरोध**

**Request for Proposal for Engagement of Consultant for providing
consultancy services for Credit Guarantee Scheme -II - NBFCs**

सीजीटीएमएसई
7वीं मंजिल
एमएसएमई विकास केंद्र, सी 11,
जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा पूर्व
मुंबई 400 051
Credit Guarantee Fund Trust for Micro and Small Enterprises
7th Floor
MSME Development Centre
C-11, G-Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai 400 051.

(RfP No.87/CGTMSE/2021-22 dated October 27, 2021)

यह दस्तावेज सीजीटीएमएसई की संपत्ति है। सीजीटीएमएसई की लिखित अनुमति के बिना इसे किसी भी माध्यम, इलेक्ट्रॉनिक या अन्यथा, इसे कॉपी, वितरित या रिकॉर्ड नहीं किया जा सकता है। यहां निर्दिष्ट उद्देश्य के अलावा किसी भी उद्देश्य के लिए अधिकृत कर्मियों / एजेंसियों द्वारा भी इस दस्तावेज की सामग्री का उपयोग सख्ती से प्रतिबंधित है और यह कॉपीराइट उल्लंघन के बराबर होगा और यह भारतीय कानून के तहत दंडनीय होगा।

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Disclaimer

- 1. This RfP document is not an agreement and is not an offer or invitation by Credit Guarantee Fund Trust for Micro and Small Enterprises (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 prospective bidder(s) with information to assist the formulation of their proposals. This RfP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP and where 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. CGTMSE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RfP.*
- 2. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.*
- 3. This RfP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RfP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RfP has been provided to the best of knowledge of CGTMSE and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RfP is based on the internal decisions taken by the CGTMSE and is expected to undergo changes in future. This RfP includes statements which reflect various assumptions and assessments arrived at by CGTMSE in relation to the project. Information provided in this RFP is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.*
- 4. The information contained in this RfP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of CGTMSE. In case any major revisions to this RFP are made by CGTMSE within seven days preceding the last date of submission of the Proposals, CGTMSE may, at its discretion, provide reasonable additional time to the Bidders to respond to this RfP. Neither CGTMSE nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RfP.*
- 5. CGTMSE, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or*

expense which may arise from or be incurred or suffered on account of anything contained in this RfP.

- 6. It may be clearly noted by the bidder that the RfP rates should be kept valid for one year from the date of bid opening and bidder is bound to deliver at the bided rates for the period of 5 years from the date the agreement. However, the bids for services are requested on basis of proposed NBFC-CGS II portal to be launched by CGTMSE; Any deviation in launch of the portal or even cancelling the proposed launch may result in cancellation of this RfP. In any such instance or event, CGTMSE shall have right to cancel this RfP and re-issue a fresh RfP incorporating the changes, even post submission of bids. CGTMSE holds a complete right and discretion in this regard.*

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Critical Information and Timelines

The Bidder(s) should note the following timelines to help them adhere to the same.

Table 1: Important Dates

0	Date of RfP Publishing on website	Wednesday - October 27, 2021
1	Last date and time for receipt of written queries for clarification from bidders	Monday – November 08, 2021 (17:00 Hrs)
2	Pre-Bid Meeting (No clarification will be given after Pre-bid meeting)	Tuesday – November 09, 2021 (15:00 Hrs)
3	Last Date and Time for Bid Submission	Wednesday - November 17, 2021 (15:00 Hrs)
4	Date and Time of Technical Bid Opening	Wednesday - November 17, 2021 (16:00 Hrs)
5	Bid Submission Mode	Bids may be submitted either in Physical Form or through mail in Password Protected PDF Files.
6	Place of opening of Bids	Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), 7 th Floor, SIDBI Swavalamban Bhavan, Avenue 3, Lane 2, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.
7	Address for communication (Trust)	The Chief Executive Officer, Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), 7 th Floor, SIDBI Swavalamban Bhavan, Avenue 3, Lane 2, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.
8	Tender Cost (Non-Refundable)	₹ 1,000/- (Rupees One Thousand only) Tender Cost should be enclosed with the Technical Bid
9	Earnest Money Deposit (EMD)	₹ 40,000 (Rupees Forty Thousand only) in the form of Demand Draft / Bankers Cheque drawn in favour of CGTMSE payable at Mumbai. EMD should be enclosed with Technical Bid. EMD can also be credited to CGTMSE designated account through NEFT / RTGS. Bank Details:

		<p>(i) Beneficiary Name - CREDIT GUARANTEE FUND TRUST FOR MICRO AND SMALL ENTERPRISES</p> <p>(ii) Bank - IDBI Bank Limited</p> <p>(iii) Branch - Sion Trombay Road, Chembur, Mumbai 400071</p> <p>(iv) Account No. - 018102000014951</p> <p>(v) IDFC - IBKL0000018</p> <p>(vi) Account Type - Current</p> <p>(vii) MICR - 400259005</p>
10	Bidder Contact Details	<p>Bidder to provide following information:</p> <ol style="list-style-type: none"> 1. Name of the Company 2. Contact Person 3. Mailing address with Pin Code 4. Telephone number and Fax Number 5. Mobile Number 6. E-mail
11	Date of Commercial Bid Opening	<p>On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representatives of selected Bidder to be present during opening of <u>Commercial Bid</u>.</p>
12	CGTMSE – Contact Details	<p>Dhiraj Kumar AGM 022 67531189 dhirajk@cgtmse.in</p> <p>Jigar Shah Chief Operating Officer 022 67531236 jigar@cgtmse.in</p>

SECTION I: TERMS OF THE RfP

1. Terms of RfP

1.1. This Request for Proposal (RFP) document has been prepared solely for appointment of service provider for the purpose of providing consultancy & advisory services pertaining to scope defined in RfP. The RFP document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Trust and any successful Bidder as identified by the CGTMSE after completion of the selection process as detailed in this document.

1.2. Some terms have been used in the document interchangeably and shall be having the same meaning like 'CGTMSE' & 'Trust' means 'Credit Guarantee Fund Trust for Micro and Small Enterprises' or 'Bidder' or 'Consultant' means the respondent to the RFP document who will be the entity responsible for the complete delivery of Solution and Services as scoped in this RFP.

1.3. While this document has been prepared in good faith, neither the CGTMSE nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.

1.4. This document is meant to provide information only and upon the express understanding that the Bidders will use it only for the purpose set out herein.

1.5. The Bidders shall bear all costs associated with the preparation and submission of the Tender including but not limited to additional information required by the CGTMSE, attendance of meeting, etc. and CGTMSE will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

1.6. The Bidders must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact to that information.

1.7. This document would not form basis for any commitment on the part of the CGTMSE. Each Bidder acknowledges and accepts that the CGTMSE may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of agency, not limited to the selection criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as material for any investigation or review to be carried out by the Bidders. The Bidders unconditionally acknowledge by submitting its response to this RFP document that they have not relied on any idea, information, statement, representation or warranty given in this RFP document

1.8. CGTMSE reserves the right to reject any or all the bids without assigning any reasons thereof without incurring any liability to the Bidders or any obligation to inform the affected Bidders on the grounds for the CGTMSE's action or without assigning any reasons, whatsoever. The decision of CGTMSE shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

1.9. The CGTMSE may be notified of any omission / discrepancy in the RFP before the closure of bid. If required, the CGTMSE may thereafter modify the RFP. The modified RFP would be hosted on the CGTMSE's website. Any subsequent modification in the dates/timelines will be at the sole discretion of the CGTMSE.

1.10. CGTMSE reserves the right for carrying out any amendments/ modification/changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on the CGTMSE's website www.CGTMSE.in and these will be binding on all the Bidders.

1.11. CGTMSE reserves the sole right to cancel the RfP at any stage without assigning any reason.

1.12. Before tendering, the Bidders are advised to carefully examine the Tender / Bid Documents, Terms & Conditions of Assignment, Specifications and if there is or appears to be any ambiguity, immediately refer the matter to CGTMSE, for clarification.

1.13. Any Tenders / Bids received by CGTMSE after the deadline for submission of tenders prescribed by CGTMSE will be summarily rejected and returned unopened to the Bidders. CGTMSE shall not be responsible for any delay or non-receipt/ non-delivery of the documents.

1.14. From the time the proposals are opened to the time of appointment, Bidders should not contact the CGTMSE or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the bids.

1.15. All submissions, including any accompanying documents, will become the property of the CGTMSE. The Bidder shall be deemed to have licensed, and granted all rights to the CGTMSE to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Bidder in the submission or accompanying documents.

1.16. RFP Validity period: RFP responses will remain valid and open for evaluation according to their terms for a period of at least 180 days from the bid opening date. The CGTMSE shall also have the right at its sole and absolute discretion to continue

the assignment/contract with the successful Bidder for future requirements on the rates finalized in this processing for various items/activities as described in the financial bid, or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, the CGTMSE may solicit the Bidder's consent to an extension period of validity.

1.17. Communication on the RFP: The Bidders are required to direct all communications for any clarification related to this RFP, to the RFP Coordinators mentioned above.

All queries relating to the RFP, technical or otherwise, must be by email only and will be entertained by the CGTMSE only in respect of the queries received up-to the date and time specified in the section "Important Information for RfP".

CGTMSE may, in its absolute discretion seek, but being under no obligation to seek, additional information or material from any Bidders after the closure of RFP and all such information and material provided will be taken to form part of that Bidders' response.

1.18. Sub-contracting: The CGTMSE expects a single Bidder having in-house capabilities to deliver the scope as per the Terms of Reference. The service provider shall not outsource / sub-contract any part of this contract/assignment. However, need based outsourcing of legal documents may be allowed subject to credibility / reputation of outsourced agency with prior approval from CGTMSE.

1.19. Earnest Money: The bidder shall submit Earnest Money Deposit (EMD) by way of Demand Draft of INR 40,000/- (Rupees Forty Thousand Only) issued by any Scheduled Commercial Bank in India, in favour of CGTMSE, payable at Mumbai along with the bid documents. In case of unsuccessful bidders, EMD will be returned on completion of selection process. For the successful bidder, EMD will be returned on submission of Performance bank Guarantee. The earnest money deposit or invoked Bank Guarantee amount of a Service Provider may be forfeited by the CGTMSE if the service Provider / bidder withdraws its bid during the bid validity period.

1.20. Performance Bank Guarantee: The selected Bidder should provide an unconditional and irrevocable Performance Guarantee of requisite amount from any Scheduled Commercial Bank in India towards due performance of the contract in accordance with the specifications, terms and conditions of RFP document, within 15 days from the intimation from the CGTMSE as per the format provided in Annexure. The Performance Guarantee shall be kept valid up to 60 days, beyond the contract period. The EMD of the successful bidder / consultant may be forfeited by the CGTMSE, if the service provider / bidder fails to furnish Performance Guarantee within 15 days from the date of selection by the CGTMSE for any reason whatsoever. The cost of performance Guarantee would have to be borne by the successful bidder.

SECTION II: INSTRUCTIONS TO CONSULTANTS [BIDDERS] (ITC)

1. Introduction:

Ministry of Micro, Small and Medium Enterprises (MSME), Government of India (GoI) launched the Credit Guarantee Scheme (CGS) to strengthen credit delivery system and facilitate the flow of credit to the MSE sector without the hassles of collateral and third party guarantee. For operationalizing the scheme PAN India, Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) was set up in July 2000 with a committed initial corpus of ₹2,500 crore contributed by Ministry of Micro, Small and Medium Enterprises (MSME) and Small Industries Development Bank of India (SIDBI). Recognizing the contribution made by CGTMSE so far, GoI had increased the corpus of the Trust to ₹7,500 crore.

First generation entrepreneurs in the Micro and Small Enterprises (MSE) sector find it difficult to access credit from the organized banking sector. The banks on their part are concerned about the likely defaults in small loans and hence try to collateralize their exposure to the small borrowers. Keeping this in mind, it was thought fit to create the instrument of Credit Guarantee to enhance the comfort level of the banks for financing loans, as well as opening a new gateway for MSE entrepreneurs to get funding without collateral security and / or third party guarantee.

Presently, the financial assistance upto ₹200 lakh extended to micro and small enterprises by Banks / NBFCs are being guaranteed by CGTMSE through an automated B2B digital platform.

Further details about CGTMSE are available in our website www.cgtmse.in.

2. Objective and Purpose

Generally, MSMEs suffer from financial and non-financial gaps. As per 4th census, only 7% of Small and Medium Enterprises (SMEs) use financing from institutional and non-institutional sources. Different estimates put forth that there is a gap of around ₹17 lakh crore between demand and supply of funds by Micro, Small and Medium Enterprises (MSMEs). Micro enterprises (MEs) and those converting or scaling from unorganised micro finance domain to ME domain as also certain sectors/geographies/segments remain unserved or underserved. They look for composite loan, cash flow-based funding, collateral free support and so on. The current lending model of banks heavily rely on presence of acceptable collateral. The market for unsecured lending exists but the lending rates are significantly higher for the same to price in the risk.

This existing structure of lending poses a huge challenge to large section of Micro and Small Enterprises (MSEs) who have viable business model but do not have sufficient collateral to secure debt required for either meeting working capital requirements or financing new projects for growth. To service this gap multiple guarantee schemes are run by GoI and CGTMSE being a prominent guarantee provider amongst it.

CGTMSE acts as provider of credit insurer for the eligible MSE loans and thereby facilitating the flow of credit of the entrepreneurs whose debt requirements were not being met. Trust runs its scheme with primary focus on development of debt market for MSEs. In order to make the scheme self sustainable and robust, this RfP for engaging consultation advisory services for developing and designing policies, operational process, defining exposure norms, Ringfencing the portfolio, the criteria for on-boarding of MLIs in respect of CGS II Scheme for NBFCs as per the following scope is being issued.

This RfP has been prepared to engage a consultant for providing consultancy services for **“Developing and designing policies, operational process, defining exposure norms, Ringfencing the portfolio, the criteria for on-boarding of MLIs, Claim settlement process etc. in respect of CGS II Scheme for NBFC”**.

It is hereby explicitly stated that this RfP document is not a recommendation, offer or invitation to enter a contract, agreement or any other arrangement in respect of the services identified and sought herein. Selection, appointment and consequent consultancy services is subject to observance of selection process, signing of Integrity Pact and appropriate documentation in accordance with the terms herein in this RfP being agreed between the Trust and any successful Bidder as identified by the Trust after completion of the selection process as detailed in this document.

3. Project Scope

1. Provide insights to CGTMSE to improve the efficiency of CGS II scheme for NBFCs.
2. To study the existing products covered under the scheme and suggest the type of products which may / should be covered under the scheme.
3. To review the on-boarding criteria for the scheme and suggest the changes required in setting eligibility criteria for on-boarding NBFCs, Suggest templates for evaluations at the time of onboarding and renewals of eligible MLIs and define risk tolerance/ threshold for NBFCs with regard to risk appetite metrics.
4. To study the existing scheme framework and suggest robust risk framework in terms of setting exposure limits, monitoring mechanism, ringfencing the scheme with respect to financial sustainability, redesigning policies to align with the Trust overall objective, framing of processes, tools, templates, guidelines and governance structure for the scheme.
5. To suggest parameters for defining and deciding the extent of coverage, risk-based pricing for guarantee issuance, payout cap etc. for the scheme.
6. To study in depth the claim settlement process and parameters end-to-end (from claim lodgement, legal action, claim settlement) and suggest methodology and parameters to make the scheme self-sustainable.

4. Schedule for completion of the tasks

The above scope and deliverables have to be designed, executed and to be completed/implemented to the satisfaction of the Trust in **2 months'** period from the date of award of contract.

The consultant shall be responsible to manage and implement the project within the specified time frame to the satisfaction of the Trust. The timeline given above are indicative and the final plan shall be drawn in consultation with consultant before the commencement of project.

Suitable reporting at every stage, right from the start of the project till completion will be Consultants' responsibility. The Consultant shall communicate with a Core Group to be formed by the Trust (to be communicated to the Consultant separately) for the above purpose.

5. Submission of Proposals

- 5.1 Consultants are permitted to submit only one Proposal.
- 5.2 The Techno- commercial proposal (Technical and Financial Bid/proposal in two separate envelopes sealed and stamped) should be put in a sealed cover labelled "TECHNO - COMMERCIAL PROPOSAL FOR ENGAGEMENT OF CONSULTANT FOR CGS II - NBFC" submitted by M/s..... .
- 5.3 Two Separate envelopes (one envelope for technical proposal/bid and another one for commercial/ financial proposa/bid) should be securely sealed and stamped. 1. Envelope containing Technical Bid /Proposal should be Super scribed with Technical Bid, Name of the Consultant, contact number and e-mail ID. This RfP should also be signed and stamped by authorized officials on each page and should be kept in the envelope containing Technical Proposal/bid. 2. Envelope containing only Financial Bid/ proposal should be Super scribed with Financial Bid, Name of the Consultant, contact number and e-mail ID.
- 5.4 The Proposal shall be typed or written in indelible ink (if required). All proposal documents should be bound and pages numbered in the specified format (e.g. 5 of 25). Authorised signatory of the Consultant should put his / her initial on every page of the proposal document. Consultant should affix the company's seal on every page of the proposal document.
- 5.5 The proposal should be signed by the Consultant or any person duly authorized to bind the Consultant to the Terms and Conditions. The signatory should give a declaration and through authenticated documentary evidence like Power of Attorney, copy of the Resolution of the Board etc., should establish that he/she is empowered to sign the proposal documents and bind the Consultant. All pages of the proposal documents, except brochures if any, are to be signed by the authorized signatory. The Consultant shall furnish proof of signature identification for above purposes as required by the Trust.

- 5.6 Unsigned proposals would entail rejection.
- 5.7 The Consultant is expected to submit the Commercial Proposal inclusive of the applicable taxes [to be shown separately]. The commercial proposal should be on the Consultant’s letter head and the total amount should be mentioned in both numerals and words.
- 5.8 The techno- commercial proposal may be prepared as per format provided in Section IV – Techno- Commercial Proposals – Forms. The covering letter Form-F1 shall indicate the name and address of the Consultant' to enable the proposal to be returned in case it is declared late, and for matching purposes.
- 5.9 The cost of proposal and submission of the proposals is entirely the responsibility of the Consultant, regardless of the conduct or outcome of the evaluation process.
- 5.10 Proposals, in sealed covers, as per the instructions to Consultants’ should be delivered as mentioned in the Proposal schedule. Proposals may be sent by registered post or by hand delivery, so as to be received within the prescribed time at the address given in Critical Information & Timelines page.
- 5.11 Receipt of the proposals shall be closed as mentioned in the proposal schedule. Proposals received after the scheduled closing time will not be accepted by the Trust under any circumstances. The Trust will not accept proposals delivered late for any reason whatsoever including any delay in the postal service, courier service or delayed proposals sent by any other means.
- 5.12 The proposals will be opened as per the proposal schedule indicated in RfP.
- 5.13 The Consultants or their authorized representatives should be present at the time of opening of the proposals. Maximum of two persons per Consultant will be allowed to be present. No proposal shall be rejected at proposal opening stage, except for proposals received late. Representatives of the Consultant have to produce an authorization letter from the Consultant to represent them at the time of opening of Commercial proposals.
- 5.14 List of documents to be submitted as part of the Proposal

I.	Form F-1	Form of submission of Techno- Commercial Proposal Covering letter
II.	Form F-2	Form of Submission of Technical Proposal
III.	Form F-3	Assignments of similar nature successfully completed
	Form F-3A	Assignment of similar nature in hand
IV.	Form F-4	Work Plan Time Schedule
V.	Form F-5	Proposed List of Key Personnel and Team Details
VI.	Form F-6	Form of submission of Financial Proposal

6. Guidelines

- 6.1 The offers should be made strictly as per the formats specified.
- 6.2 The proposal should contain no interlineation, erasures or over-writings except as necessary to correct errors made by the Consultant. In such cases, the person/s signing the proposal should initial such corrections with firm/company's stamp.
- 6.3 The Consultant is expected to examine all instructions, forms, terms and conditions and technical specifications in the Proposal Documents. Failure to furnish all information required by the Proposal Documents or submission of a proposal not substantially responsive to the Proposal Documents in every respect will be at the Consultant's risk.
- 6.4 Proposals with insufficient information and proposals which do not strictly comply with the stipulations given in this TCP, its Annexure etc. are liable for rejection.
- 6.5 Information collected or provided to the Consultant would be confidential and shall not be used by it for any other purpose. The work/study carried out by the Consultant would be the sole property of the Trust.
- 6.6 At no point should the Consultant use the name of the Trust without prior written permission to advertise itself.
- 6.7 Consultants are not permitted to modify, substitute, or withdraw Proposals after its submission.

7. Conflict of Interest

The Trust requires that the Consultant should provide professional, objective, and impartial advice and at all times hold the Trust's interest paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

8. Validity of Proposals

Proposals shall remain valid for a period of **90 (Ninety days)** from the date of submission without change in the personnel proposed for the assignment and the proposed price. The Trust will make its best efforts to select a Consultant firm within this period. The Trust may solicit the consent of the Consultants' for an extension of validity of proposal (but without any modification in the Proposal). A Proposal valid for a shorter period may be rejected as non-responsive.

9. Opening of Proposal

Proposals will be opened publicly by the Trust in the presence of the Consultants' representatives who choose to attend. The name of the Consultant and the offered prices shall be read aloud and recorded when the Financial Proposals are opened. The Trust shall prepare minutes of the public opening.

10. Evaluation of Proposals and Deciding the Awarding of Contract -

Technical Evaluation:

Sr. No.	Criteria	Scoring Chart & Documents to be submitted	Max Marks
1	The Consultant firm /Service provider firm/Proposed Team members should have proven track record of providing consulting services/advisory services in the past to Indian Public Sector Bank/Private Sector Banks /Foreign Banks/Financial Institutions/NBFCs	The Consultant has to provide case studies pertaining to relevant engagements undertaken in last 5 years a) Less than 2 projects - 0 marks b) 2 to 10 projects for Banks/FIs – 5 Marks c) more than 10 projects for Banks/FIs (atleast 1 project with CGTMSE and/or SIDBI) - 10 Marks	10
2	The Consultant /Service provider should have undertaken similar projects in the past Similar projects would mean that consultant has worked on one or more of the following areas as part of a multiple/single project: 1) Provided advisory services to BFSI sector (Banks/FIs/NBFCs/Insurance) in development of framework for Credit Risk Management and exposure management, Credit Model, Risk assessment.	The Consultant has to provide case studies pertaining to relevant engagements undertaken in last 5 years a) 1- 2 projects - 10 marks b) 2 to 5 projects – 15 Marks c) 5 and more projects (atleast 1 project with overseas Credit Guarantee Scheme) - 25 Marks	25

	<p>2) Creation of policies and SOPs for Credit Risk Department</p> <p>3) Working experience with global Credit Fund House/Credit Guarantee Scheme for benchmarking leading practices</p>		
3	<p>The Consultant should have in- house capability to take up assignment on its own but not through any associates. Full-time professional staff engaged exclusively in Financial Services consulting (Number of staff in India.</p>	<p>a) ≥ 1000 : 15 Marks b) ≥ 250 to < 1000 : 10 Marks c) < 250 : 0 Marks</p>	15
4	<p>Relevant experiences of dedicated resources proposed to be carrying-out the assignment; Project Director and Project manager must have at least 2 project experience in Credit Risk Management, failure to which the marks against this post shall be considered "0</p> <p>(Name, designation, qualifications and experience of the dedicated resources to be submitted)</p>	<p>Period of relevant experience of:</p> <p>1. The Project Director proposed for the undertaking the project: ≥ 12 years: 10 marks ≥ 9 years and < 12 years: 5 marks marks < 9 years: 0 marks</p> <p>2. The Project Manager proposed for the undertaking the project: ≥ 8 years: 5 marks ≥ 6 years and < 8 years: 2.5 marks marks < 6 years: 0 marks</p> <p>3. Other resource proposed for the</p>	20

		<p>undertaking the project: >= 5 years: 5 marks >=5 years and <3 years: 2.5 marks marks < 3 years: 0 marks</p>	
5	<p>Approach and methodology adopted by the consultant (Document to be submitted along with the presentation which CGTMSE may call upon at its discretion)</p>	<p>Assessment to be based on: a) Understanding the problem statement b) Proposed solution c) Understanding and challenges of CGTMSE’s operations / scheme d) Exhaustiveness e) Depth of analysis exhibited f) Timelines & Deliverables.</p> <p>Shall be evaluated based on details provided in technical response of the Bidder</p>	30
			100

Quality and competence of the consulting services shall be the paramount requirement. The decision of the award of the contract would be made as under:

- (i) Only those technical proposals having complied with the points of Technical Proposal and also having obtained a **minimum score of 70** in the technical

evaluation shall be considered qualified for financial proposal opening & evaluation.

- (ii) The Trust shall notify those Consultants whose proposals did not obtain the minimum score or were considered non-responsive to the RfP and Terms of Reference. The Trust shall simultaneously notify the Consultants who have secured the minimum qualifying mark, indicating the date and time set for opening of the Financial Proposals. The notification may be sent by registered letter, facsimile or electronic mail;

Commercial/ Financial Evaluation

- (i) The Financial Proposal will be opened only for those Consultants who have secured a minimum **technical score of 70 or more marks out of a total of 100 marks** in the technical evaluation. However, The Trust retains the right to lower the cut off score by 10 marks, if adequate number of bids does not qualify with the minimum score specified above.
- (ii) The Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the Consultant and the offered prices shall be read aloud and recorded when the Financial Proposals are opened. The Trust shall prepare minutes of the public opening.
- (iii) The Financial proposal will contain the financial quote covering *all expenses for travel, local transportation, per diem, communications, report preparation costs, any taxes, levies and duties and other costs as may be necessary for the satisfactory implementation of the assignment.*
- (iv) The combined score of technical and financial proposal of each Consultant will be calculated using the following formulae

$$\text{Score} = T(w) \times (\text{ETS} / \text{HTS}) + F(w) \times (\text{LC} / C)$$

Where, T (w) = weight of the technical score (75)

HTS = highest evaluated technical score among the qualified Consultants;

ETS = evaluated technical score of the Consultant;

F(w)= weight of the financial score (25);

LC = lowest rate quoted among the qualified Consultants;

C = rate quoted by the Consultant

The firm/Company securing the highest score becomes the successful firm/Company.

- (v) The Trust will appoint the Consultant based on the ranking derived from the combined score. In case of a tie in the combined score between Consultants', the Consultant with the highest technical score will be given a higher rank.

- (vi) During evaluation, the Consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its Financial Proposal.
- (vii) The Trust may call for clarifications/ particulars and implementation documents required if any, on the proposals submitted, during any stage of the evaluation and implementation process. The Consultant has to submit the clarifications/ additional particulars in writing within the specified date and time. The Consultant's offer may be disqualified, if the clarifications/ additional particulars sought by the Trust are not submitted within the specified date and time.
- (viii) Commercial proposal valuation shall be considered in discrepancy in case of the following:
 - If there is a discrepancy between words and figures, the amount in words shall prevail.
 - If there is a discrepancy between percentage and amount, the amount re-calculated as per the stipulated percentage basis shall prevail.
 - If there is a discrepancy in the total, the correct total shall be arrived at by the Trust.
- (ix) The Trust reserves the right to renegotiate the prices in the event of changes in market conditions and/or technology, etc.

In all the above cases, the Consultant shall be informed and the Consultant would require to confirm and accept the Trust's position in writing within the date and time specified by the Trust. In case the Consultant does not accept the correction of the errors as stated above, the proposal shall be rejected.

- (x) The proposals will be ranked according to the combined score of technical and financial bid and the Consultant with the highest combined score shall be successful bidder.
- (xi) Having selected the Consultant, among other things, on the basis of the evaluation of proposed key professional staff, the Trust expects to negotiate a contract on the basis of the staff named in the Technical Proposal and prior to contract negotiations will require assurance from the Consultant that these staff will be actually available.
- (xii) The Trust will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health or for any other reasons acceptable to the Trust.
- (xiii) Negotiations will be concluded with a review of the draft form of contract. The Trust and the Consultant will finalize the contract to conclude negotiations.
- (xiv) If the negotiations with the Consultant are successful, the award will be made to them and all other Consultants notified accordingly. If negotiations

fail, and if it is concluded that a contract with reasonable terms cannot be concluded with the Consultant, the Consultant getting second highest score in the combined score will be invited for negotiations. This process will be repeated till an agreed contract is concluded.

- (xv) The Trust is not bound to select any of the Consultant submitting the proposal. Further as quality is the principal selection criterion, the Trust does not bind itself in any way to select the firm offering the lowest price.
- (xvi) It is estimated that the whole assignment will be completed in about 2 months from the date of the award of contract and generally the Consultant should base their financial proposals accordingly.
- (xvii) The Trust at its sole discretion reserves the rights to ask the Consultant to continue for additional month(s) or additional target groups on related scope enhancements beyond the scope mentioned in this documents at a cost not exceeding pro-rata cost as quoted for the proposed scope/job.
- (xviii) Please note that the cost of preparing a proposal and of negotiating a contract including visits, if any, is not reimbursable as a direct cost of the assignment.
- (xix) The selected Consultant would be expected to take up/commence the assignment within seven days from the date of contract. The contract needs to be signed within seven days from the award of work.
- (xx) The selected Consultant shall indicate the authorized signatories who can discuss and correspond with the Trust, with regard to the obligations under the Contract. The selected Consultant shall submit at the time of submission of the proposal, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign agreements/contracts with the Trust. The Consultant shall furnish proof of signature identification for above purposes as required by the Trust. Any change in authorised signatory, till the contract is signed, is required to be intimated to the Trust along with documentary evidence.
- (xxi) The Trust and the selected Consultant will sign the Contract Agreement. After signing of the Contract Agreement, no variation in or modification to the terms of the Contract shall be made except by written amendment signed by both the parties.

Section III: General Terms & Conditions

1. Broad Terms and Conditions

The following conditions shall apply to the assignment:

- 1.1 The successful Consultant at his own expense will execute a contract with the Trust by paying the appropriate amount of stamp duty. The first page of the Contract shall be on a stamp paper of appropriate value. The stamp duty and contract will be subject to Mumbai jurisdiction only.
- 1.2 The Trust reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner as deemed necessary till the submission of proposals. Any such changes will be intimated to all the bidders' through e-mail.
- 1.3 The successful Consultant should initiate work on the project within 7 working days from the date of the execution of the Contract.
- 1.4 The term of this assignment will be for a period of three months from the date of the contract and /or can be extended for further period on mutual agreement.
- 1.5 The Trust will not accept any plea of the Consultant at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the TCP. The Trust reserves the right to modify any clause of the TCP till the last date for submission of proposals. All modifications / clarifications / amendments would be communicated to the bidders'.
- 1.6 The Trust reserves the right to:
 - i. Not accept any proposal, or to accept or reject a particular proposal at its sole discretion without assigning any reason whatsoever.
 - ii. Cancel the TCP at any stage, without assigning any reason whatsoever.
 - iii. Waive or Change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change/waiver would be duly notified to all bidders'.
 - iv. Extend the time for submission of the proposals and such an extension would be duly notified to all bidders.
 - v. Share the information/ clarifications provided in response to TCP by any Consultant, with all other Consultant(s) /others, in the same form as clarified to the Consultant raising the query.
- 1.7 The Trust reserves the right to ascertain information from the institutions to which the Consultants have rendered their services for execution of similar projects.
- 1.8 No adjustment of the contracted price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total

cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Trust to the Consultant for completion of the contractual obligations by the Consultant under the Contract, subject to the terms of payment specified in the Contract.

1.9 The prices, once offered, must remain fixed and must not be subject to escalation for any reason within the period of validity of the Proposal.

1.10 Any change of address/ telephone numbers/ email of the Consultant, should be promptly notified to:

Chief Executive Officer
Credit Guarantee Fund Trust for Micro and Small Enterprises
6th Floor, Swavalamban Bhavan,
Plot No.C-11, 'G' Block,
Bandra Kurla Complex, Bandra (East),
Mumbai-400051.
Phone: 022-67221553

1.11 Pre Contract Integrity Pact (IP) & Independent External Monitor (IEM)

- IP is an agreement between the prospective Consultants / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at Annexure – II on the non-judicial stamp / e-stamp paper of requisite value (cost of stamp paper to be borne by the bidder) applicable at the place of its first execution
- The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, CGTMSE has appointed Shri Nageshwar Rao Koripalli, IRS(Retd.) as an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows:

Shri Nageshwar Rao Koripalli, IRS(Retd.)
38, The Trails, Manikonda, R. R. District
Hyderabad – 500089
Mobile: 9788919555
Email : knageshwarrao@gmail.com

2. Adherence to Statutory Requirements

The Consultant should adhere to laws of the land and 'rules, regulations and guidelines' prescribed by various regulatory, statutory and Government authorities.

3. Taxes and Duties

- 3.1 All applicable taxes on the consultancy fee will be paid by the Trust. The Consultant shall be responsible for deposit of all taxes, duties, levies, fees or charges in respect of the works as required for the Assignment to concerned Government authorities. Also TDS will be deducted from the payments to the Consultant as per applicable laws.
- 3.2 The Consultant is expected to submit the Commercial proposal inclusive of all the applicable taxes. Each tax component, along with its rate, will have to be mentioned as separate line item in the commercial proposal. Any mistake on the part of the Consultant in applicability / calculation / representation of any taxes/duties, etc. in the proposal, in lieu of any change in existing tax laws or otherwise, shall be the sole responsibility of the Consultant and any amount or penalty levied in consequence of such mistake shall be payable by the Consultant.
- 3.3 The total amount payable by the Trust to the Consultant shall be inclusive of Consultant's fee and taxes as applicable. The Trust shall pay the amount due under this TCP after deducting any tax deductible at source (TDS), as required. The Trust shall pay each undisputed invoice raised in accordance with this TCP and subsequent agreement, within thirty (30) Working Days after ensuring the satisfaction to the job assigned unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this TCP.

4. Disqualifications

The Trust may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Consultant, if the Consultant has:

- a. Submitted the Proposal documents after the response deadline;
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding 3 years;
- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- e. Failed to provide clarifications related thereto to the satisfaction of the Trust, when sought;
- f. Submitted more than one Proposal;
- g. Submitted a proposal with price adjustment/variation provision.

5. Disclaimer

The Trust and/or its officers and employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any Consultant / person acting on or refraining from acting because of any information including statements, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of the Trust and/or any of its officers and/or employees.

6. Confidentiality

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Consultant or any other persons not officially concerned with such process until the proposal process is over. The undue use by any Consultant of confidential information related to the process may result in rejection of its Proposal and blacklisting in terms of extant guidelines.

During the execution of the project, except with the prior written consent of the Trust, the Consultant and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract. Non – Disclosure Agreement is to be executed by the successful bidder as per format at Annexure - I.

7. Payment terms

CGTMSE will release the payment of the agreed fee to the selected Consultant after deduction of applicable taxes at source. Further, payments will be made based on achievement of demonstrable results of the envisaged milestones as per the tentative schedule mentioned below:

Sl. No.	Timeline	Amount in %
1	On Submission of preliminary report on development of NBFC- CGS II policy and acceptance of the same by CGTMSE	25%
2	On development of operating processes for the assignment and acceptance of the same by CGTMSE	25%

3	Identification and development of mitigation plan for all the risks arising from the portal to the operation of CGTMSE	25%
4	On Submission of Final Report as per the scope of work and acceptable to CGTMSE	25%

8. Liquidated Damages

CGTMSE will impose Liquidated Damages (LD), if

1. the selected Bidder fails to provide the services to CGTMSE within the agreed time lines and to the satisfaction of CGTMSE.
2. the LD will be 1% of the contract value per week of delay, subject to an overall cap of 10% of bid amount and thereafter, the contract may be cancelled after due notice of 30 days (with cure period of 30 days).

Notwithstanding whatsoever stated in para above, if the selected Bidder fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per the CGTMSE's satisfaction, then the CGTMSE can repudiate the contract and adjust LD from the selected Bidder.

SECTION IV: TECHNO- COMMERCIAL PROPOSALS (TCP) - FORMATS

FORM F-1

COVERING LETTER FOR SUBMISSION OF TECHNO-COMMERCIAL PROPOSAL

Date.....

To

Chief Executive Officer
Credit Guarantee Fund Trust for Micro and Small Enterprises
7th Floor, Swavalamban Bhavan,
Plot No.C-11, 'G' Block, Bandra Kurla Complex,
Bandra (East), Mumbai-400051.

Dear Sir,

Subject: Techno- Commercial Proposal for Engagement of Consultant for CGS II - NBFC

We have examined the proposal document and having understood the scope of work We, the undersigned, offer to provide all the services mentioned in the 'Techno-Commercial Proposal' and the other Proposal Documents.

We attach hereto the Techno Commercial Response as required by the Proposal document, which constitutes our proposal.

We agree to abide by this TCP response for a period of 90 days from the last day of proposal submission and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Proposal Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any Proposal Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the Proposal Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

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

Dated this Day of.....2021

.....

(Signature)

(In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

.....
.....

(Name and address of Consultant)

Seal/Stamp of applicant

Witness name:

.....

Witness address:

.....
.....

Witness signature:

.....

FORM F – 2

FORM OF SUBMISSION OF TECHNICAL PROPOSAL

From:
(Name/address of Consultant)
.....
.....
.....
.....

To:

Chief Executive Officer
Credit Guarantee Fund Trust for Micro and Small Enterprises
7th Floor, Swavalamban Bhavan,
Plot No.C-11, 'G' Block,
Bandra Kurla Complex, Bandra (East),
Mumbai-400051.

Dear Sir:

Engagement of Consultant for CGS II – NBFC

Reference: TCP No. _____ Your letter dated -----

We herewith enclose Technical Proposals for the above assignment. We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours faithfully,

Signature:.....
Name:.....
Address:.....
.....
.....
(Authorized representative)

FORM F – 3

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED

1. Brief description of the Firm/Organization
2. Outline of the recent experience on assignments of similar nature:

Sl. No	Name of assignment	Name of project	Trust	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

Form F – 3A

Assignments of Similar nature in hand

Sl. No	Name of assignment	Name of project	Trust	Cost of assignment
1	2	3	4	5

FORM F – 4

WORK PLAN TIME SCHEDULE

- A. A short Note on the Approach and Methodology outlining various steps for performing the Assignments
- B. Schedule of activities

Sl. No.	Item No.	Activities to be performed	No. of weeks

- C. Completion and submission of Reports
- (i) Inception Report
 - (ii) Module Nos. 1 to 7
- D. Comments/Suggestions on Terms of Reference
- E. Comments on the data, services and facilities to be provided by the Trust.

The period should match with the period of completion of assignment as given in the TOR.

FORM F – 5

Proposed list of Key Personnel and Team Details

S.No.	Name	Age	Qualification	Experience relevant to RfP	Proposed Role in the Team
1					
2					
3					
4					

Profile of Proposed Team Leader and other Senior Team	
Name	
Present Designation	
Qualifications	
Total Work experience	

A list of key personnel to be deployed for the project to be furnished with details as per the table above.

The Trust shall reserve the right to seek the change of resource personnel in case on need.

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder:

**FORM F –6
FORM OF SUBMISSION OF FINANCIAL PROPOSAL**

From:
(Name/address of Consultant)
.....
.....

To:
Chief Executive Officer
Credit Guarantee Fund Trust for Micro and Small Enterprises
7th Floor, Swavalamban Bhavan,
Plot No.C-11, 'G' Block,
Bandra Kurla Complex, Bandra (East),
Mumbai-400051.

Dear Sir,

Engagement of Consultant for CGS II - NBFC
Reference: TCP No. Your letter dated ____

We herewith enclose Financial Proposal for the above assignment. We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours faithfully,

Signature:.....
Name:.....
Address:.....
.....
.....
(Authorized representative)

COST OF SERVICES - Engagement of Consultant for CGS II - NBFC for CGTMSE as per the Project Scope (total charges in lump sum rupees)

₹. _____
Rupees _____ only

***The quoted price should include all expenses for travel, local transportation, per diem, communications, report preparation costs, any taxes, levies and duties and other costs as may be necessary for the satisfactory implementation of the assignment.*

Annexure - I

Non-Disclosure Agreement

This Agreement is made at **Mumbai** on the ____ day of _____, 2021, by and between

_____, a company, within the meaning of the Companies Act, 2013 and having its registered office at _____, _____, (hereinafter referred to as the _____ / 'the Consultant' / 'service provider', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the **ONE PART**,

AND

Credit Guarantee Fund Trust for Micro and Small Enterprises , 7th Floor, Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051(hereinafter referred to as "CGTMSE" / 'the Trust' as the context may require, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **OTHER PART**.

_____ and CGTMSE shall also hereinafter be jointly referred to as the "Parties" and severally as the "Party".

WHEREAS,

The parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves. In the course of such discussions and negotiations, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

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

1. **Confidential Information:** "Confidential Information" means all information disclosed/furnished by either of the Parties to another Party in connection with the business transacted/ to be transacted between the Parties. Confidential information shall include any copy, abstract, sample, note or module thereof.

The party disclosing the confidential information would hereinafter be referred to as "Disclosing Party" in respect of the confidential information disclosed and the party receiving the confidential information would hereinafter referred to as "Receiving Party".

The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, " Confidential Information" shall not include any information which the Receiving Party can show : (a) as now or subsequently being legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of

the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure, if so required.

2. Exchange of Information at cost : The parties to this Agreement agree that any information documents, materials, copy, abstract, extract, sample, note, module or any other thing received or exchanged under this Agreement, whether in physical or electronic form shall be free of cost or at such costs as are mutually agreed by and between the parties.

3. Non Disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the authorized Purpose. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non- disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use of disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement.

4. Publications: Neither party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/ provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other party.

5. Term: This Agreement shall be effective from the date hereof and shall continue till expiration or termination of this Agreement due to cessation of the business relationship between _____ and CGTMSE. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof as may be mutually agreed.

The obligation of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.

6. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark,

patent or copyright, or application for same which may now or thereafter may be obtained by such party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

7. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

8. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

9. Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any right granted hereunder shall be assignable or otherwise transferable.

10. Governing Law: The provisions of this Agreement shall be governed by the laws of India.

11. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

12. Severability: If any provision becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provision and this Agreement shall not be affected or impaired.

13. Dispute Resolution Mechanism: In the event of any controversy or dispute regarding the interpretation of any part of this agreement, or any matter connected with, arising out of , or incidental to the arrangement incorporated in this agreement, the matter shall be referred to an Arbitrator appointed by mutual agreement and the decision of the arbitrator shall be final and binding on all parties.

14. Place of Jurisdiction : The Parties to this Agreement shall submit to the jurisdiction of the **Courts of Mumbai, Maharashtra** and all proceedings shall be held in **Mumbai**.

15. Representations and Warranties: Each party hereby represents and warrants to the other that:-

a) it (and, if applicable, any person on whose behalf it may act as agent or in a representative capacity) has and will continue to have full capacity and authority to enter in to this Agreement and to carry out the transaction contemplated herein, and has taken and will continue to take all action (including the obtaining of all necessary corporate approvals and governments consents, if any) to authorize the execution, delivery and performance of this agreement; and

b) the terms of this Agreement to not constitute a breach of any obligations by which it is bound whether arising by its constitutional documents , any contract or operation flaw.

(c) Each party further agrees to execute/deliver such documents and perform such further acts as the other party may reasonably require in relation to this Agreement.

16. Notices:

A) Any notice or request or permitted to be given or made under this agreements shall be in writing.

B) Except as otherwise provided in this Agreement, any notice, demand, letter or communication may be sent by the Parties by the registered post, speed post, courier, facsimile, electronic mode, or by hand delivery. Such notice or request shall be deemed to have been duly given or made when it shall be taken to be sufficient service thereof. If notice is sent by fax, electronic mode, a copy of the same shall also be sent by registered post acknowledgement due/speed post acknowledgment due / hand delivery to the address mentioned hereunder and it shall be taken to be sufficient service thereof.

C) Any notice, demand, letter or communication to the Parties shall be effective only when received by the relevant manner.

D) Any notice, demand, letter or communication may be sent by one Party to the other at the address and number set out hereunder or such address and numbers as one party may inform the other in writing.

[To be included in Eligibility Bid Envelope]

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

PRE CONTRACT INTEGRITY PACT

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 and Small Industries Development Bank of India, and having its Office at 7th Floor, Swavalamban Bhavan, SIDBI, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051(hereinafter called the “BUYER”/CGTMSE / Trust, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes for Implementation of Guarantee Management System (GMS) Solution_and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

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

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

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

2 Commitments of the BUYER

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

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

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

3 Commitments of BIDDERS

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

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

been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

4 Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.40,000/- (Rupees Forty Thousand only)** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

(ii) Bank Draft or a Pay Order in favour of CGTMSE, Payable at Mumbai.

(iii) EMD can be transferred online through RTGS / NEFT also, Bank details are as below –

- (i) Beneficiary Name - CREDIT GUARANTEE FUND TRUST FOR MICRO AND SMALL ENTERPRISES
- (ii) Bank - IDBI Bank Limited
- (iii) Branch – Sion Trombay Road, Chembur, Mumbai 400071
- (iv) Account No. - 018102000014951
- (v) IDFC - IBKL0000018
- (vi) Account Type - Current
- (vii) MICR - 400259005

(iv) A confirmed guarantee by a Scheduled Commercial Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.

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

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

6 Sanctions for Violations

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

- i. To immediately call off the pre contract negotiation without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding

payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

7 Fall Clause

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

8 Independent Monitors

- 8.1 Trust has appointed Shri. Shri Nageshwar Rao Koripalli, IRS(Retd.) as an Independent External Monitors (IEM) (hereinafter referred to as Monitors) for

this Pact in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows :

Shri Nageshwar Rao Koripalli, IRS(Retd.)
38, The Trails, Manikonda, R. R. District
Hyderabad – 500089
Mobile: 9788919555
Email : knageshwarrao@gmail.com

- 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 BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the 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.

13The parties hereby sign this integrity Pact, at _____ on

BUYER

BIDDER

Name of the Officer

(Authorised Signatory)

Designation

CGTMSE

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure - III

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

Deed of Indemnity

We, (name of the company and address of the registered office), do hereby execute this Deed of Indemnity on _____ (date) in favor of CGTMSE. We hereby undertake to indemnify, protect and save the Trust and will hold the Trust harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting, directly or indirectly from

1. an act of omission or commission of ourselves or any of our employees in the performance of the services provided in terms of this RfP;
2. breach of any of the terms of this RfP or breach of any warranty or terms of maintenance services or
3. any false statement or false representation or inaccurate statement or false assurance or covenant made by us;
4. Bonafide use of the deliverables and / or services provided by us;
5. infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project;
6. claims made by the employees, who are deployed by us, under the contract to be executed in terms of this RfP;
7. breach of confidentiality obligations either by us or by our employees;
8. negligence or gross misconduct solely attributable to us or to any of our employees appointed by us for the purpose of any or all of the obligations under the agreement to be executed in terms of this RfP.

We further undertake to indemnify the Trust against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Trust notifies us of such loss or damage in writing (ii) we should be allowed to defend such claims or cases and all related settlement negotiations.

We further undertake responsibility for any loss of data, loss of life, etc, due to us and/or acts of our representatives or 3rd party vendor from whom certain services are outsourced / executed in association with, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. We furthermore undertake

to indemnify the Trust (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Bidder with Laws / Governmental Requirements.
2. Intellectual Property infringement.
3. Negligence and misconduct of the Bidder and its employees.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. Loss of data.

Indemnity would be limited to court awarded damages and shall include indirect, consequential and incidental damages. Further, indemnity would cover damages, loss or liabilities, compensation suffered by the Trust arising out of claims made by its customers and/or regulatory authorities.

We further undertake to indemnify, protect and save the Trust against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of the software and other systems supplied by us to the Trust from whatsoever source, provided the Trust notifies us in writing. However, (i) we shall be provided sole control of the defense and all related settlement negotiations (ii) the Trust provides us with the assistance, information and authority reasonably necessary to perform the above and (iii) the Trust does not make any statements or comments or representations about the claim without our prior written consent, except where the Trust is required by any authority / regulator to make a comment / statement / representation.

Dated this ____ day of _____ 2020

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Bank Mandate Form

(To be submitted in Duplicate)

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Borrower / vendor / supplier: _____
 Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier:

City _____ Pin Code _____
 E-mail id: _____ Phone No. with STD code: _____
 Mobile No.: _____ Permanent Account Number _____
 MSE Registration / CA Certificate ___(if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR1cheque supplied by the Bank. Please attach a cancelled cheque of your Bank for ensuring accuracy of the Bank’s name, branch name &code and Account Number)			
IFSC CODE2	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold CGTMSE responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____

Date : _____

Signature of the party / Authorized Signatory

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

Bank’s stamp : Date :

(Signature of the Authorized Official from the Bank)

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

1, 2: Note on IFSC / MICR

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

Annexure V
Undertaking regarding agreement of all terms of RfP

(To be submitted on Bidders company letter head)

Date:

To,
 CGTMSE, 7th Floor, Swavalamban Bhavan, SIDBI,
 Avenue-3, Lane-2, Bandra Kurla Complex, Bandra (East), Mumbai – 400051

Dear Sir,

- 1) Having examined the RFP including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned qualify under the minimum eligibility criteria and offer to supply, deliver, implement and commission ALL the items mentioned in the “Request for Proposal” and the other schedules of requirements and services for CGTMSE in conformity with this RFP.

Sr. No.	Particulars	Details
1.	Name of the Bidder	
2.	Registered Address	
3.	Website address	
4.	Nature of entity (partnership/ private/ public etc.)	
5.	Name of Partners / Directors	
6.	Date of Incorporation	
7.	Details of authorized contact person	
	Name	
	Designation	
	Telephone Nos.	
	Mobile No.	
	Email Address	
	Fax No.	

- 2) We confirm that we have the in-house capabilities to complete the assignment mentioned under this RfP on our own and not through any associate.
- 3) We confirm that we have the technical capabilities to deliver all the requirements of the above-mentioned RfP.
- 4) We hereby certify that we have provided all the information requested by the CGTMSE in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct or in a different format, CGTMSE shall have the absolute right to take any action as deemed fit without any prior intimation to us.
- 5) We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be

accepted at any time before the expiry of the period.

- 6) If our Proposal is accepted, we undertake to complete and deliver the whole of the works comprised in the RFP; comply with the delivery schedule as mentioned in the RFP and agree to abide by the General Terms and Conditions.
- 7) We agree to abide by this Financial Proposal for 180 days from the date of the Financial Proposal opening and our Offer shall remain binding on us and may be accepted by the CGTMSE any time before expiry of the offer.
- 8) Unless and until a formal Agreement is prepared and executed, this Tender together with our written acceptance thereof shall constitute binding Terms and Conditions between CGTMSE and us
- 9) We understand that the Request for Proposal (RfP) does not commit CGTMSE to reimburse the Participant for any costs incurred in submission of this proposal. All statements in this RfP and any pre-contract negotiations, understandings and agreements resulting from this RfP are preliminary; consequently, CGTMSE has no obligation to us until a written contract is executed.
- 10) We agree that the CGTMSE is not bound to accept the lowest or any Bid the CGTMSE may receive.
- 11) We understand that CGTMSE has the right, without assigning reasons thereof, to
 - Reject, amend, and modify any condition contained in the RFP
 - Terminate this RfP
 - Negotiate with one or more Participants
 - Not award the assignment to any of the Participants and / or recommence the entire process.
 - Contract with one or more Participants for any reasons whatsoever.
 - Modify the requirements and terms of this RfP and request revised proposals from some or all of the Participants.

Signature of Authorised Person or bidder
Full Name & Designation of Authorised Person
Date:

Seal of the Bidder

Annexure – VI: Approach and Methodology

The Consultancy bidding firm/ company should submit the Approach, Methodology and work plan in one integrated document. The submission should highlight Consultancy firm's analysis of the current issues before CGTMSE and likely solutions to address these. It should highlight the proposed approach and methodology for delivery of the assignment proposed, given the understanding of the CGTMSE.

The approach and work plan should clearly highlight the implementation roadmap. It must also include clearly defined timelines, milestones and deliverables. The scope of work is as defined in the RfP.