



## **प्रस्ताव का आमंत्रण**

व्यावसायिक प्रक्रिया रिइंजीनियरिंग एवं उद्यम जोखिम प्रबंधन  
कार्यान्वयन हेतु अनुभवी कंसलटेंट की सेवा

## **Request for Proposal**

Engaging services of suitably experienced Consultant  
for Business Process Re-engineering and  
implementation of Enterprise Risk Management  
Framework

Credit Guarantee Fund Trust for Micro and Small Enterprises  
1002 & 1003, Naman Centre, 10th floor,  
Plot No. C-31, G- Block,  
Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051



## **Disclaimer**

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.



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## 1. Introduction and Disclaimers

Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) Credit Guarantee Scheme (CGS) has been launched by the Government of India and Small Industries Development Bank of India (SIDBI) to strengthen credit delivery system and facilitate flow of credit up to ₹2 Crore to Micro and Small Enterprise (MSE) segment.

CGTMSE scheme makes guarantees available to lenders, which would make good the loss arising out of failure of an MSE borrower to re-pay its loan (up to a certain pre-defined percentage).

This Request for Proposal document ("RfP document" or "RfP") has been prepared solely for the purpose of enabling CGTMSE to select a suitable Bidder for providing consulting services for Business Process Re-engineering of processes for servicing the CGS and implementation of Enterprise Risk Management (ERM) Structure in CGTMSE.

The RfP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services.

The provision of the products and services is subject to observance of selection process and appropriate documentation being agreed between "The Trust" and any successful bidder as identified by the Trust after completion of the evaluation process.

The tender methodology being followed is under three bid system viz. **1) Pre-qualification / Eligibility Criteria 2) Technical Bid and 3) Commercial bid.**

### 1.1 Critical Information and Timelines

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

**Table 1: Important Dates**

1	Date of commencement of Bidding Process (Posting of Tender Document on Web Site / Publication of Tender/ Mailing Tender Document/ RfP)	Date: April 06, 2018
2	Last date and time for receipt of written queries for clarification from bidders	Date: April 16, 2018 Time:05.30 PM
3	Pre-Bid Meeting	Date: April 17, 2018 Time: 11:00 AM
4	Last Date and Time for Bid Submission	Date: April 26, 2018 Time: 4.00 PM
5	Date and Time of Technical Bid Opening	Date: April 26, 2018 Time: 4.30 PM Representatives of Bidder to be present during opening of Technical Bid
6	Place of opening of Bids	The Deputy General Manager Credit Guarantee Fund Trust for Micro & Small Enterprises (CGTMSE) 1002-1003, 10th Floor, Naman Centre Plot No. C-31, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 Phone: 022-61437821 / 823
7	Address for communication (Trust)	Anand K Yadav, AGM Credit Guarantee Fund Trust for Micro &

		Small Enterprises (CGTMSE) 1002-1003, 10th Floor, Naman Centre Plot No. C-31, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 +91 22 6143 7823 +91 22 2654 1821 anand@cgtmse.in
8	Tender Cost	₹1,000/- Tender Cost should be enclosed with the Technical Bid.
8	Earnest Money Deposit	₹1,60,000/- in the form of Demand Draft / Bank Guarantee in favour of CGTMSE payable at Mumbai. EMD should be enclosed with Technical Bid.
9	Bidder Contact Details	Bidder to provide following information: 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
10	Date of Commercial Bid Opening	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representatives of Bidder to be present during opening of <u>Commercial Bid</u>

## 1.2 For Respondents Only

- 1.2.1 The RfP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) i.e. Government Organization/PSU/ limited Company or a partnership firm / LLP and no other person or organization.

## 1.3 Confidentiality

- 1.3.1 The RfP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RfP document is provided to the Recipient on the basis of undertaking of confidentiality given by the Recipient to Trust. Trust may update or revise the RfP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RfP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Trust or any of its customers or suppliers without the prior written consent of Trust.

## 1.4 Costs to be borne by Respondents

- 1.4.1 All costs and expenses incurred by respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required



by CGTMSE, will be borne entirely and exclusively by the Respondent.

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## **1.5 No Legal Relationship**

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- 1.5.1 No binding legal relationship will exist between any of the Respondents and CGTMSE until execution of a contractual agreement.

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## **1.6 Recipient Obligation to Inform Itself**

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- 1.6.1 The Recipient must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

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## **1.7 Evaluation of Offers**

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- 1.7.1 Each Recipient acknowledges and accepts that CGTMSE may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RfP document.
- 1.7.2 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 any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RfP document that it has not relied on any idea, information, statement, representation, or warranty given in this RfP.

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## **1.8 Acceptance of Selection Process**

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- 1.8.1 Each Recipient / Respondent having responded to this RfP acknowledges have reading, understanding and accepts the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

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## **1.9 Errors and Omissions**

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- 1.9.1 Each Recipient should notify the Trust of any error, omission, or discrepancy found in this RfP document **but not later than 10 (ten) working** days prior to the due date for submission of bids.

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## **1.10 Acceptance of Terms**

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- 1.10.1 A Recipient will, by responding to the Trust for RfP, be deemed to have accepted the terms of





this Introduction and Disclaimer.

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## **1.11 Request for Proposal**

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- 1.11.1 Recipients are required to direct all communications related to this RfP, through the officials whose contact details are provided in the Critical Information Summary sheet.
- 1.11.2 CGTMSE may, in its absolute discretion, seek additional information or material from any of the Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 1.11.3 Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.
- 1.11.4 If CGTMSE, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then CGTMSE reserves the right to communicate such response to all Respondents.
- 1.11.5 CGTMSE may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

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## **1.12 Notification**

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- 1.12.1 CGTMSE will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP. CGTMSE is not obliged to provide any reasons for any such acceptance or rejection.



## **2. Project Overview**

CGTMSE's Credit Guarantee Scheme (CGS) has been launched in year 2000 by the Government of India and Small Industries Development Bank of India (SIDBI) to strengthen credit delivery system and facilitate flow of credit up to ₹2 crore to the Micro and Small Enterprise (MSE) segment.

CGTMSE intends to engage services of suitably experienced consultant for its Business Process Re-engineering and implement Enterprise Risk Management Structure to enable it to carry out its tasks in a prudent and sustainable manner. These would also enable the Trust to maintain high quality portfolio while pursuing growth and enable compliances with regulatory guidelines/provisions. Thus, CGTMSE needs to enhance its internal processes and implement Enterprise Risk Management Framework, to enable it to successfully meet the stakeholder expectations of providing high quality service.

CGTMSE expects that this would help the Trust in identification, assessment and management of risks related to its operations. The framework would also enable CGTMSE to put in place an internal control framework to safeguard and put in place a sound internal control framework to safeguard the integrity and efficiency of its governance and operations.

This RfP is intended to invite Techno-Commercial Bids from eligible bidders to provide services for carrying out Business Process Re-engineering for processes and to implement Enterprise Risk Management Framework in CGTMSE.



### **3. RfP Terminology**

Some terms have been used in the document interchangeably for the meaning as mentioned below:

- 'Trust' or CGTMSE means 'Credit Guarantee Fund Trust for Micro and Small Enterprises'.
- 'CGS' may be referred to as 'Credit Guarantee Scheme'
- 'Bidder' means the respondent to the RfP document.
- 'Successful Bidder' refers to the bidder who gets selected by the Trust after completion of evaluation process.
- 'Service Provider' refers to the successful bidder who provides services to the Trust after the contract is awarded by the Trust, also abbreviated as 'SP'.
- 'RfP' or 'Tender' means the Request for Proposal document
- 'Bid' may be referred to as 'Offer'.
- 'BPR' may be referred to as 'Business Process Re-engineering'
- 'ERM' may be referred to as 'Enterprise Risk Management'
- 'SOPs' may be referred to as 'Standard Operating Procedures'
- 'SOW' may be referred to as 'Scope of Work'.
- 'TAT' may be referred to as 'Turn Around Time'.

## 4. Scope of Work and Deliverables

### 4.1 Objective

Trust seeks to engage / appoint services of a suitably experienced / competent consultant for CGTMSE to perform Business Process Re-engineering (BPR) and follow it up with putting in place a comprehensive Enterprise Risk Management (ERM) framework. The Proposed scope of work would enable the Trust to establish a better governance and attain a sustainable growth in its operations. It would also enable the Trust to provide better services to its Member Lending Institutions (MLIs) and Micro & Small Enterprises (MSEs) by means of digitisation and automation of various processes.

Scope of work includes designing, documentation and implementation of Business Process Re-engineering and establishing a comprehensive ERM framework for all the activities / processes required to carry out day to day operations of the Trust. Among other areas specified elsewhere in this section the scope of the work in this programme also includes understanding of the existing framework and the processes of the Trust.

BPR would focus on providing recommendations for the overall improvements in current processes being followed across all operational areas and support functions of the Trust. The objective of the Programme is to achieve efficiency in business operations, higher per-employee productivity and improve turnaround time (TAT) in Key Service Offerings.

ERM would help the Trust in identification, assessment and management of risks related to its operations. It would also enable the Trust to put in place a sound internal control framework to safeguard the integrity and efficiency of its governance and operations.

### 4.2 Business Process Re-engineering

CGTMSE has a set of procedures being followed to operate CGS. However, the processes being followed have not been documented as SOPs / reviewed / audited periodically. Currently the procedures in place are more in the way of practice and it is required to re-align / re-visit / re-engineer them for performing operations to be transparent, efficient and documented in definitive form. The Scope of the Consultant under Business Process Re-engineering would include, but not limited to the overall requirement stated in the Scope of Work (SOW).

As a part of BPR, consultant would be performing the transformation in two steps, the diagnostic and transformative recommendations. The details of the two are highlighted below:

#### 4.2.1 Stage 1 Process Assessment & Diagnostic:

- SWOT analysis on present system at CGTMSE operating CGS.
- Analyse and study all existing relevant circulars, policy documents, guidelines etc.
- Analyze and create documents viz. SOPs, FAQs, Dos and Don'ts etc. for all the existing procedures for operating of CGS:
  - Guarantee initiation and approvals.
  - Payments Processes - (Claims process and settlement process)
  - Collection Processes - (Guarantee Fee, Service Fee, Refund, Recovery etc.)
  - Investment process.

- Scheme servicing.
  - HR / People management process.
  - Data Management Process.
  - IT Change Management Process.
  - Reporting process/MIS/Compliances.
  - Accounting Process.
  - Inspection Process.
  - Audit Process.
- Analyse Support Functions (HR, IT, Accounting, Admin, MIS & Compliances, Audit, Inspection, Investment and CGS operations).
  - Analyse existing processes for guarantees, claims and settlements vis-à-vis relevant circular, policy documents and guidelines and identify the gaps.
  - Analyse / identifying the current data being captured and identifying the redundancies (if any). Re-align data structure for CGTMSE requirement for compliance reporting to various stakeholders viz. Ministry of MSME, RBI, IBA, SIDBI, DBT / GOI and other agencies, if any.
  - Analyse the data flow structures for any anomalies and reconciliation inaccuracies.
  - Analyze the forms that are required to be filled for various steps, focussing on utility of parameters being captured and ease of usage.
  - Assessing processes for adequacy of checks to ensure zero error processing.
  - Analyse the areas of error in various data systems for aggregating finances and identify possible financial leakages (if any) and their corresponding rectification(s).
  - Review of reporting and MIS processes, like output formats, reports available and standardising the same.
  - Analyse Customer (i.e. MLI feedbacks) and their day to day operations to operate CGTMSE scheme / processes and identify improvement in processes through automation / reduce turnaround time.
  - Redundancies should be removed from all processes and focus should be to enable Trust to reduce turnaround time for all the services offered by the Trust.
  - Prepare checklists and workflow for the processes to bring efficiency, minimise operational mistakes, ensure better control and monitoring mechanism etc.
  - Based on assessment of gaps in existing operational areas, design processes for improvement of the same.
  - Create Standard Operating Procedures for each operator in the value chain to enable an optimized and error free functioning.
  - Recommend transformation implementation plan and find out avenues for implementation of digital channels (Web Services / APIs) and Business Analytics.

#### **4.2.2 Stage II: Process Transformation**

- Consultant will prepare the transformation plan for various processes of CGTMSE with the aim of process efficiency and TAT reduction for all processes.
- Create and document all standard operating procedures for implementation of the above-mentioned transformations.
- Create checks and balances within the processes to ensure smooth and error free functioning.
- Recommend the changes in various data capture form for correcting the data maintained by Trust.
- Recommend changes in reporting procedures to enable Trust's management to have holistic view of operational performance.

- Define / configure Power BI tool to align the standardised reports to be extracted / analysed as recommended / provided by data analytics consultant's report (will be shared only on need basis to the successful bidder).
- Monitor progress on transformation vis-à-vis the recommendations / process re-engineering and provide Corrective Action Preventive Action (CAPA) for the same (if required).
- At the end of this section, the Trust would have process maps, transformed data forms and recommendations for implementation strategy.
- The effectiveness of the new processes would be measured by the number of potential man hours savings generated by the changes or potential associated direct/indirect cost savings.
- All the analysis reports / documentation during the activity of the SOW should be mandatorily submitted by the consultant. After submission of the documentation and acceptance of the reports by the Trust; it would become copyright of the Trust and would be governed by the extant Intellectual Property Rights (IPR) norms / law.

#### **4.2.3 Stage III: RfP Preparation**

- Identifying key features and functionality of the IT applications to be procured to enhance process efficiency post process re-engineering.
- Assist CGTMSE in defining RfP scope based on proposed frameworks and roadmap in previous phases.
- Assist CGTMSE in RfP document preparation for procurement of solution and model of procurement in order to have reduced cost on the overall procurement.

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### **4.3 Establishing Governance Framework for CGTMSE by implementing ERM**

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The bidder should study existing risk processes in place and design procedures and structures to enable Trust to effectively manage its risks. The bidder should identify the Key Risk Areas in the process and functioning of the Trust and give suggestions around how to quantify these, develop mitigation plan for the identified risks. The consultant should enable the Trust to put in place a comprehensive Enterprise Risk Management (ERM) framework, as a predecessor to BPR activity.

BPR would focus on providing recommendations for the overall improvement of the Trust and ERM would help the Trust in identification, assessment and management of various risks related to its operations. It would also enable the Trust to put in place a sound internal control mechanism to safeguard the integrity and efficiency of its governance and operations. Under the scope process documentation and Business Process Re-engineering (BPR) of all departments and functions needs to be covered.

Following are the key areas that should be covered during the engagement:

- 4.3.1 Study the existing risk management framework and provide recommendations to strengthen the Risk Management [Function] Framework and to formulate Risk Management Policy for Trust.
- 4.3.2 Study the role of Committees on Risk Management in Trust and to suggest changes / improvements for effective Risk Management framework for the Trust.
- 4.3.3 Assess various credit risk functions of Trust viz. review, approval, documentation, settlement



and post claim settlement monitoring etc.

- 4.3.4 Credit Risk/Market Risk/Operational Risk management processes design recommendations.
- 4.3.5 Suggest systems and procedures to strengthen and manage the Credit risk, Market risk and Operational risk functions of Trust.
- 4.3.6 To assess liquidity risk functions and to suggest systems, procedures and tools to strengthen liquidity risk of the Trust.
- 4.3.7 To identify various operational risks in Trust and to suggest mechanism, systems and procedures to strengthen operational risk mitigation in Trust.
- 4.3.8 To study the compliance risk function in Trust and to prepare a checklist for compliance risk including reputation risk mitigation / management.
- 4.3.9 To develop risk related MIS (Management Information System) for Risk Reporting framework, default reporting and other reports related to Risk Management function.
- 4.3.10 To develop process manual, MIS templates and standard operating procedures relating to Risk Management of Trust.
- 4.3.11 Risk committee structures designs.
- 4.3.12 Recommend and propose implementation roadmap to improve the risk management organizational structure.
- 4.3.13 Committee charters and operating procedures for risk management functions of the Trust.

## 5. Time Frame / Tenure of the assignment

The Trust envisages the consultants to be engaged in the programme for maximum duration of 12 months. The Trust reserves the right to extend the programme on similar commercial terms, beyond the current proposed duration of 12 months, if it feels that such an extension will be beneficial to the Trust. Phase wise time frame / tenure of the assignment is as below :

Phase	Description	Timelines
I	Assessment	1 month from the date of issue of LOI
II	Design	1 months from completion of phase I
III	Draft BPR & SOP & RfP for IT Systems	1 months from completion of phase II
IV	Draft ERM Framework	3 months from completion of phase III
V	Implementation of BPR and ERM Framework	3 months from completion of phase IV
VI	Impact Assessment and submission of all final documentations w.r.t projects	3 months from completion of phase V

## 6. Resource Deployment / Requirement

- 6.1.1 During the program, the consultant would have to deploy minimum two resources full time on-site to co-ordinate / manage aforesaid activities in an effective manner and avoid slippage of timelines for carrying out the activities defined in the SOW.
- 6.1.2 The consultant must make its own effort, estimate and configure additional need based resources / subject matter experts as may be required to complete the project in a time bound manner. It shall prepare the deployment plan and factor the cost accordingly in commercial bid.
- 6.1.3 Deployment / replacement of any resource in the team will be subject to approval of CGTMSE depending on his/her suitability in the project. CGTMSE reserves the right to reject any resource on the ground of quality /attitude /effectiveness during the project period solely at its own discretion and the bidder should arrange for deployment of alternate resource without delay. The bidder would be responsible for any delay in the project due to such rejection.
- 6.1.4 CGTMSE shall have discussion/interaction with the on-site resources before their deployment in the project. Deployment / replacement of any resource in the team will also be subject to approval of CGTMSE depending on his/her suitability in the project.
- 6.1.5 All the resources deployed in the project must be on the payroll of the consultant. Consultant should submit a certificate to this effect mentioning the names and designations of the deployed resources duly signed by its authorized official.
- 6.1.6 All the full-time on-site resources must be stationed in Mumbai during the entire project period. CGTMSE would not be providing any logistic support to the resources deployed by the consultant.
- 6.1.7 The set of resources should have proper mix of experience and skill set to provide directional guidance and effective execution of the project. The Consultant shall deploy full-time resources





with following credentials during the project.

SN#	Roles	Qualification	Overall Minimum Work Experience	Relevant Work Experience (as on bid submission date)
1	BPR Lead (Management Consultant) (BL)	MBA or CA or equivalent	5	Minimum 5 years' experience in BPR / Process consulting with experience of handling at least 2 BPR projects in BFSI domain
2	Technical Expert (TE)	BE /B. Tech / M.Tech / MCA	5	Minimum 5 years' experience in system integration, hardware / software solution implementations across different technologies
3	Business Analyst / Domain expert (BA)	MBA or equivalent	5	3 years' experience as business analyst with specialization in requirement gathering/BPR, product evaluation and acceptance against requirements for projects in BFSI domain

## 7. Bid Evaluation Methodology

### 7.1 Evaluation Process

The evaluation process for finalization of the bidder is a 3 stage process as follows:

**Stage I – Compliance to eligibility criteria:** In this stage, each bidder will be evaluated for compliance against the eligibility criteria. Bidders complying with all the eligibility criteria will be evaluated further.

**Stage II – Evaluation of technical bids:** In this stage, the qualified bidders from Stage I will be assessed as per requirements of the RfP. As detailed in section 7.3 there is a defined scoring criterion for technical evaluation of the bidders. Bidders receiving the minimum threshold scores will proceed to Stage III.

**Stage III – Bidder finalization using Quality and Cost Based Selection:** In this stage, commercial bids would be evaluated for the bidders for which the eligible technical bids have received the minimum threshold scores. The Trust will follow a **QCBS (Cost Evaluation under Quality and Cost Based Selection)** process, as detailed in Section 7.5 to finalize the bidder.

### 7.2 Stage I – Evaluation of compliance to Eligibility criteria

The documents submitted as proof for compliance to eligibility criteria would be evaluated and only those bids, where the bidders are found to comply with all the eligibility criteria, as mentioned below will be evaluated further.

Bidder would be required to submit the Eligibility Criteria as per the format provided in the RfP as per Annexure I, Form 1

Brief about the eligibility criteria is being mentioned herein.

S#	Eligibility Criteria	Supporting Documents Required
1	The bidder should be a Public or Pvt. Ltd. company or a Public undertaking and firm, having its own establishment in India. In case of a consortium, all bidders of the consortium to comply with this criterion.	Copy of Certificate of Incorporation / Partnership Deed
2	The bidder should have been in existence for at least five years as on 31 March 2018 (in case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into considerations).	Certification of Incorporation / Certificate of commencement of business
3	The bidder should have been profitable for the past 3 financial years / calendar years i.e. 2015, 2016 and 2017	Copy of latest audited financial statements of the bidder/ (Group companies, subsidiaries, parent company, associate companies' financials cannot be considered for evaluation). Auditors certificate for provisional numbers
4	The bidder should have a positive net worth and the revenue more than ₹50 crore for the past 3 years.	Audited financials of the relevant years

5	The bidder should not have been blacklisted at the time of submission by the Central/any of the State Governments/statutory body/regulatory body/Indian Trusts Association in India and globally.	Self-Declaration
6	The bidder should have understanding of credit guarantee / credit insurance domain; working in Indian market, to be demonstrated through execution of at least 1 assignment undertaken by bidder	Copies of the mandate letter / PO / agreement / successful / satisfactory completion certificate from the appointee company needs to be furnished along with the response.

1. The references of the customers must be submitted with official contact details for verification.
2. The consulting firm or its subsidiaries/ group companies will not be eligible to participate in any other tender/ RfP process about implementation/ procurement of goods or services under the initiatives mentioned in this RfP.

\*\* Scheduled commercial banks in public or private sector/ All India FIs/ Regulatory bodies dealing with any financial matter in India will be considered under BFSI

### 7.3 Stage II – Evaluation of Technical Bids and Presentations

Eligible Technical Bids would be assessed as per the requirements of the RfP. The Trust intends to adopt a holistic technical evaluation criterion to enable engagement of the consultancy services for Business Process Re-engineering and to implement Enterprise Risk Management Framework in CGTMSE.

Bidder would be required to submit the Eligibility Criteria as per the format provided in the RfP as per Annexure I, Form 2

Based on the response provided by the bidder in Technical bid, the following would be the evaluation scoring criteria.

S#	Criterion	Break Up	Max Score
1	<b>Experience around understanding of credit guarantee / credit insurance structures in Indian market</b>		
1.1	<b>Number of similar assignments done for organization providing credit guarantee / credit insurance domain in Indian Market</b>		20
	Execution of more than 5 similar assignments	20	
	Execution of between 3 and 5 similar assignments	10	
	Execution of 2 similar assignments	5	
1.2	<b>Relevance of Work Done to the current RfP scope to be judged by the evaluation team</b>		10
	Successfully completed only BPR activity in BFSI.	5	
	Successfully completed only ERM activity in BFSI.	5	
	Successfully completed both BPR & ERM in BFSI.	10	
1.3	<b>Quality of work done as determined through References</b> <i>Details of References to be furnished</i>		10
2	<b>Experience of the proposed team in relevant / similar work assignment with Credit Guarantee / Credit Insurance funds organization in Indian Market Details [educational qualification / experience of the team to be furnished]</b>		
2.1	No of team members having worked on similar work assignment for a credit guarantee / credit insurance organization in Indian market in last one year - More than 6	10	10

S#	Criterion	Break Up	Max Score
	No of team members having worked on similar work assignment for a credit guarantee / credit insurance organization in Indian market in last one year - Between 3 and 6	5	
2.2	Feedback from clients on the respective work done with credit guarantee funds		5
<b>3</b>	<b>Approach document presented by the bidder highlighting the understanding of the problem statement, proposed solution, methodology</b>		
3.1	Understanding of the current assignment	5	<b>55</b>
3.2	<b>Approach and Methodology</b>		
	Project organization, Methodology, Processes defined for management of the project	5	
	Understanding CGTMSE's requirement	3	
	Risk Identification & Mitigation	2	
3.3	Solutions to Work Plan	10	
3.4	Understanding & Appreciation of Challenges of Credit Guarantee Operations.	10	
3.5	Consultancy towards implementation / adoption of digital channels in BFSI during last 6 years	10	
3.6	Presentation: Bidder's clarity on the project scope and execution. Bidders will be allotted time slot of 1:30 hour for presentation based on ascending alphabetical order of their names. Date and time will be advised during technical evaluation.	10	
<b>Total</b>			<b>100</b>

The minimum technical score required for the bidder's commercial quote to be considered is 50. However, in case there are less than 3 Bidders who score 50 or above, CGTMSE may, at its discretion, choose the top 3 scoring bidders.

## 7.4 Stage III – Evaluation of Commercial Bids using Quality and Cost Based Selection

- 7.4.1 Only those commercial bids would be evaluated for which the eligible technical bids have received the minimum threshold scores.
- 7.4.2 It may be noted that commercial bids will be subjected to the following evaluation process.
- 7.4.3 The Commercial Bids of the short-listed bidders after Technical evaluation stage would be opened in the presence of the bidders or their authorized representatives who desire to be present not exceeding one person.

## 7.5 Methodology for Evaluation of Commercial Proposals

- 7.5.1 Under QCBS (Cost Evaluation under Quality and Cost Based Selection), the technical proposals will be allotted weightage of 70% while the commercial proposals will be allotted



weightage of 30%. The formula for Combined Score (CS) is given below:

<b>Relative Score for Technical Bid of the bidder</b>
$RS_{Tech} = T / T_{high} * 100$
T = Technical Score obtained by the bidder T <sub>high</sub> = Highest Technical score secured among the bidders
<b>Relative score for Commercial Bid of the bidder</b>
$RS_{com} = C_{low} / C * 100$
C = Commercial bid value of the bidder under consideration. C <sub>low</sub> = Lowest commercial bid value out of all the eligible commercial bids obtained.
<b>Final Selection of Eligible Bidder</b>
$RS = RS_{Tech} * 70\% + RS_{com} * 30\%$

7.5.2 The vendor with the highest Relative Score (RS) will be selected for further discussion for finalizing contract / placing PO subject to satisfying all the terms and conditions defined in this RfP document.

7.5.3 Trust's decision in respect of evaluation methodology and selection of bidders will be final and no claims, whatsoever in this respect, shall be entertained.

## **8. Terms and Conditions**

### **8.1 General**

- 8.1.1 The offers should be made strictly as per the formats enclosed.
- 8.1.2 The Bidder should bear all the costs associated with the preparation and submission of their bid and Trust will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 8.1.3 Two copies of the bid are to be submitted, one in original duly signed by the competent authority and the other a copy thereof.
- 8.1.4 The bid should be signed by the Bidder or any person duly authorized to bind the Bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that the person is empowered to sign the tender documents and bind the Bidder. All pages of the tender documents except brochures if any are to be signed by the authorized official.
- 8.1.5 The offers submitted to Trust should preferably not bear any corrections, alterations, over writings and additions. In such cases, the person/s signing the bid should authenticate such corrections.
- 8.1.6 The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 8.1.7 No columns of the tender should be left blank. Offers with insufficient information and offers which do not strictly comply with the stipulations given above, are liable for rejection.
- 8.1.8 Trust may accept or reject, in full or in part, any or all the offers, without assigning any reason whatsoever.
- 8.1.9 Trust may at its discretion abandon the process of the selection associated with this Request for Proposal (RfP) any time before notification of award.
- 8.1.10 The bids will be opened in the presence of authorized representatives of the Bidders.
- 8.1.11 However, the representative of the Bidder has to produce an authorization letter from the Bidder to represent them at the time of opening of Technical/Commercial bids. Only One representative will be allowed to represent any Bidder. In case the Bidder's representative does not present himself/herself at the time of opening of bids, the quotations/bids will still be opened at the scheduled time at the sole discretion of the Trust.
- 8.1.12 The Bidder must use the entire information furnished in the Request for Proposal (RfP) including scope, detailed requirements of audit of application and other terms and conditions, while submitting the response.
- 8.1.13 All responses should be in English language. All responses by the Bidders to this Request for Proposal (RfP) document shall be binding on such Bidders for a period of 180 days from the



date of opening the Technical Bid.

- 8.1.14 All responses including commercial and technical bids would be deemed to be irrevocable offers / proposals from the Bidders and may, if accepted by Trust, form part of the final contract between Trust and Bidder.
- 8.1.15 Bidders are advised to attach a letter from an authorized official attesting the veracity of the information provided in the response.
- 8.1.16 Any technical or commercial bid submitted cannot be withdrawn / modified after the closing date and time for submission of the bid offers unless specifically permitted by Trust. However, the Bidder may modify or withdraw its offer after submission provided that the Trust, prior to the closing date and time, receives a written notice of modification or withdrawal.
- 8.1.17 Trust concludes that everything as mentioned in the Request for Proposal (RfP) documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders and there shall be no extra cost associated with the same other than the cost quoted by the Bidder.
- 8.1.18 The original and all copies of bids shall be typed or printed in a clear typeface. Copies may be good quality photocopies of the original. An accompanying letter is required, signed by an authorized official of the Bidder, committing the Bidder to the contents of the original response.
- 8.1.19 Bidder is also required to submit a softcopy of the bid-documents (in MS Office formats) along with the hardcopies. Trust may choose to use for evaluation either the softcopy or the hardcopy or both at its discretion. Hence the Bidder shall ensure to maintain consistency between the hard-copy and the soft-copy that is submitted to the Trust, in all respects.

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## 8.2 Commercial Bid

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- 8.2.1 Currency – The Bidder is required to quote in Indian Rupees ('INR'/ '₹'). Bids in currencies other than 'INR'/ '₹' may not be considered.
- 8.2.2 Tax – Bidder should quote the basic cost and the prevailing taxes separately. The taxes should include all applicable taxes/ levies such as GST, transportation, installation, Cess etc., that need to be incurred.
- 8.2.3 While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by CGTMSE, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to CGTMSE in its favour. This will remain applicable throughout the contract period.
- 8.2.4 It would be bidder's responsibility to identify and factor cost of each commercial item mentioned in this RfP document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected bidder (Service Provider) should provide the services at its own cost. However, if anything is missed out by CGTMSE in the RfP document, CGTMSE would bear the additional expenditure to avail the services at the rate mentioned in the commercial bids of the Service Provider for similar such item.

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## 8.3 Service Delivery

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- 8.3.1 To meet CGTMSE's requirements, as spelt out in the RfP, the Bidder must have the requisite



experience in providing desired services, the technical know-how, and the financial wherewithal that would be required to successfully provide the services sought by CGTMSE, for the entire period of the contract.

- 8.3.2 Selected bidder would be issued 'Letter of intent (LOI)'/ purchase order (PO) on final selection and completion of internal approval formalities of the Trust. Immediately after the receipt, the Service provider must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.
- 8.3.3 Time would be the essence of this RfP and subsequent LOI/ PO issued/ placed with the Successful Bidder. Therefore, the Bidder must strictly adhere to the delivery schedules failure to which will be considered as breach of the terms and conditions. Commercial Bid should be submitted in the format prescribed in the RfP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the Trust

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## 8.4 Rules for Responding to the RfP

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- 8.4.1 All responses should be in English language. All responses by the Bidders to this RfP document shall be binding on such Bidders till the bid validity.
- 8.4.2 All responses including Eligibility, Technical (if any) and Commercial bids, all subsequent clarifications received from the bidder in response to CGTMSE's queries/ instruction would be deemed to be irrevocable offers/ proposals from the Bidders and may, if accepted by the Trust, form part of the final contract between the Trust and the selected Vendor. Bidders are required to attach a 'Letter of Competence' from an authorized official attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in Annexure-VI.
- 8.4.3 Any part of the response either eligibility, technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the Trust. required to demonstrate compliance with all the eligibility criteria, as mentioned above
- 8.4.4 CGTMSE reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of CGTMSE, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 8.4.5 The Eligibility, Technical (if any) and Commercial bids will have to be signed on all pages by the authorized official. Unsigned bids would be treated as incomplete and would be liable to be rejected.
- 8.4.6 The bidders should obtain necessary permissions and approval from the customers whose references have been given in their response, for undertaking site visits and or their obtaining feedback by the Trust.
- 8.4.7 The Bidder must submit the response exactly in the formats mentioned in this RfP and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. CGTMSE would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or





having irrelevant additional information.

- 8.4.8 Based on the Trust's requirements as listed in this document, the Bidders should architect the best-suited solution that would meet the Trust's requirements and quote for the same.
- 8.4.9 In case the Bidders quote for more than one solution/ option then the response would be considered as improper and liable to be rejected. The Bidders should not give options to the Trust to select from the multiple offers. The Bidder is expected to select the best option which is cost-effective and meeting the entire Tender specifications. It would be the responsibility of the bidder to decide the best suitable solution/ option.
- 8.4.10 Either the Indian Agent on behalf of the Principal/ OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same item / product. If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM for the same item /product.
- 8.4.11 The bidder shall represent and acknowledge to the Trust that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations in the performance of the provisions of this RfP.
- 8.4.12 The bidder represents that all the services/ offerings quoted by the bidder in response to this RfP meets the requirements of the Trust as stated in this RfP. If any services, functions or responsibilities not specifically described in this RfP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RfP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RfP and shall be provided by the bidder at no additional cost to the Trust.
- 8.4.13 The bidder shall represent that the proposed services/ solution and its constituents including documentation and/ or use of the same by the Trust shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder represents and agrees to obtain and maintain validity throughout the project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Trust for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Trust for availing services from the bidder.
- 8.4.14 The Trust will not be responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Trust at all times will benchmark the performance of the Vendor to this RfP and the expected service levels as mentioned herein. In the event of any deviations, the Vendor must make good the same at no extra costs to the Trust, in order to achieve the desired service levels as well as meeting the requirements as stipulated in this RfP.
- 8.4.15 Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by CGTMSE.
- 8.4.16 CGTMSE would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, except the late bid, to the Bidder.
- 8.4.17 No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc., unless stated expressly for specific activities, will be payable by the Trust. The Vendor cannot take the plea of omitting any charges or costs and

later lodge a claim on the Trust for the same.

- 8.4.18 The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description complying with the requirement must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. CGTMSE may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
- 8.4.19 Responses received become the property of CGTMSE
- 8.4.20 Responses received become the property of CGTMSE and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
- 8.4.21 The Bidders shall adhere to the terms of this RfP document and shall not deviate from the same. If the Bidders have genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RfP. The Trust reserves its right to not to accept such deviations to the Tender terms, in its sole and absolute discretion.

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## 8.5 Amendment to the bidding document

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- 8.5.1 At any time prior to the deadline for submission of Bids, the Trust, for any reason, may modify the Bidding Document, by amendment.
- 8.5.2 The amendment will be posted on Trust's website (URL: [www.cgtmse.in](http://www.cgtmse.in)) and also on CPPP. Earnest Money Deposit prepared as per the format mentioned below
- 8.5.3 All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Trust will not have any responsibility in case some omission is done by any bidder.
- 8.5.4 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Trust, at its discretion, may extend the deadline for the submission of Bids.

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## 8.6 Bid Security

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- 8.6.1 All the responses must be accompanied by a refundable interest free security deposit of **₹1,60,000/- (Rupees One Lakh Sixty Thousand only)** in the form (DD of that amount or a Performance Bank Guarantee for the amount) and manner as prescribed elsewhere in this document.

### Bid Price

- 8.6.2 Non-refundable Bid Price of **₹1,000/- (Rupees One Thousand only)** by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled Bank, favoring '**Credit Guarantee Fund Trust for Micro and Small Enterprises**' or '**CGTMSE**' payable at Mumbai, must be submitted separately along with RFP response. The Trust may, at its discretion, reject any bid

where the bid price has not been furnished with the RFP response.

## **Earnest Money Deposit**

- 8.6.3 Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 8.6.4 The Demand Draft/ Pay Order/ BG should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Trust.
- 8.6.5 The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:
- In case the Bidder withdraws its bid within the validity period of the bid for any reason whatsoever;
  - In case the successful Bidder fails to accept the LOI/ purchase order as specified in this document within 10 working days from the date of LOI/ Purchase order for any reason whatsoever; or
  - Besides forfeiting the EMD, the Trust may debar the bidder from subsequent bidding in CGTMSE tenders, for a period of 03 years.
- 8.6.6 The EMD will be refunded to the unsuccessful bidders subsequent to the happening of any of the following events:
- Issue of Letter of Intent (LOI)/ Purchase order to selected vendor; OR
  - End of the bid validity period including extended period (if any), whichever is earlier.
- 8.6.7 Successful bidder will be refunded the EMD amount only after the receipt of Performance Bank Guarantee from the Successful Bidder as mentioned in the following section

## **Performance Bank Guarantee (PBG)**

- 8.6.8 The selected Bidder will be required to provide a Performance Bank Guarantee for an amount equivalent to 10% of the contract value from a scheduled commercial bank.
- 8.6.9 The performance guarantee should be valid till three months period beyond the expiry of the contract period and should have claim period of three months beyond the PBG validity period.
- 8.6.10 The successful Bidder shall provide the PBG after the communication regarding acceptance of the services has been received from the Trust.
- 8.6.11 Payments for the first phase / milestone shall be released only after the receipt of PBG. However, Service Provider shall continue to provide uninterrupted services in the event of payments being held by CGTMSE on account of non-submission of PBG by the Service Provider.
- 8.6.12 Notwithstanding anything to the contrary contained in the contract, CGTMSE shall be at liberty to invoke the Performance Bank Guarantee without notice or right of demur to the Bidder in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 8.6.13 If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two months, CGTMSE will inter-alia, be at liberty to invoke the performance guarantee within the

ambit of preceding paragraph in addition to other remedies available to it under the contract or otherwise.

8.6.14 Time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of CGTMSE should entitle the Bidder to a reasonable extension of time, such extension may be considered by CGTMSE at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. CGTMSE shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

## 8.7 Payment Terms

8.7.1 First Payment and all subsequent payments will be released only after the receipt of Performance Bank Guarantee.

8.7.2 Payment for subsequent phases will be made only after payment of previous phases has been released.

8.7.3 Payment of any phase / milestone will be made after deducting TDS/ other taxes and applicable penalty pertaining to the phase/milestone. Following would be the payment schedule based on the project phase / milestone.

Phase	Description	Timelines	Payment Terms
I	Assessment	1 month from the date of issue of LOI	10% of project cost
II	Design	1 months from completion of phase I	10% of project cost
III	Draft BPR & SOP & RfP for IT Systems	1 months from completion of phase II	10% of project cost
IV	Draft ERM Framework	3 months from completion of phase III	20% of project cost
V	Implementation of BPR and ERM Framework	3 months from completion of phase IV	20% of project cost
VI	Impact Assessment and submission of all final documentations w.r.t projects	3 months from completion of phase V	20% of project cost
Successful completion of the assignment			10% of project cost

8.7.4 All the payments including refund of EMD (if submitted in the form of DD/ Pay order) will be made by CGTMSE Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized official and bidder's Banker] Bank Mandate Form as per format prescribed in Form 7.

## 8.8 Termination Clause

8.8.1 CGTMSE shall reserve the right to terminate the contract by giving 30 days' notice to the Service Provider, in the event of one or more of the following situations:

8.8.2 Out of convenience – termination of all the services **after 01 year or termination of services**

partially after 06 months from the start date of the contract. The Bidder shall not have the right to terminate contract for convenience.

8.8.3 On happening of one or more of the following events:

- i. Shortfall in achieving required Service Levels successively in two months.
- ii. Bidder [Service Provider] fails to perform any other obligation(s) under the contract.
- iii. Any threat is perceived or observed on the security of Trust's data/ application/ IT Infrastructure/ property out of any action by the on-site/ off-site staff associated with the delivery of services as per SOW.
- iv. Bidder fails to rectify a default or given situation within a remedy period of 30 days given by the Trust. Trust will provide in writing the nature of the default/ situation to the vendor through a letter or mail correspondence. The 30 days' time period will commence from the day the Trust has sent such correspondence to the Vendor.
- v. In the event of service provider becoming bankrupt or otherwise insolvent, CGTMSE may terminate the contract by giving even a short notice of less than 30 days and termination will be without any compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Trust.

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## 8.9 Payment in case of Termination of contract

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8.9.1 In case the contract is terminated in any of the events except Service Provider becoming bankrupt or insolvent, payment towards services will be made on pro-rata basis, for the period services that have been delivered, after deducting applicable penalty and TDS/ other taxes.

8.9.2 However, in the event of Service Provider becoming bankrupt or insolvent, CGTMSE shall not be liable to make any payments whatsoever.

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## 8.10 Insurance

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8.10.1 Service provider shall be responsible for ensuring necessary health or life insurance of the on-site resources throughout the contract period. In no event Service Provider shall claim from CGTMSE for any threat/ loss to life or health of resources due to any hazards inside the CGTMSE premises.

8.10.2 Service provider shall be responsible for taking necessary insurance of all the hardware/ software owned and installed by the service provider inside CGTMSE premises for the delivery/ SLA monitoring of services as per SOW.

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## 8.11 Rules for Evaluation of Responses

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8.11.1 To assist in the scrutiny, evaluation and comparison of responses/ offers, CGTMSE may, at its discretion, ask some or all Bidders for clarifications on their offers. The request for such clarifications and the response will necessarily be in writing. CGTMSE has the right to disqualify the Bidder whose clarification is not received by CGTMSE within the stipulated time or is found not satisfactory/ suitable to the proposed project.

8.11.2 Bidders should be prepared to demonstrate, through presentations and / or site visits, as part

of the final evaluation in accordance with the responses given for the identified requirements, **within a week's period after the last date of the submission of proposals**. Accordingly, CGTMSE will communicate a date and time to all Bidders. The Bidder will arrange for such demonstrations, presentations, site visits and obtain customer feedback at its own cost. All the necessary approvals for site visits/ customer feedback must be obtained by the bidders from referred customers.

- 8.11.3 CGTMSE may appoint the services of an external consultant/ agency for evaluation of the bids.
- 8.11.4 Bidders must not present any reference as credential for which it is not able to present the verifiable facts/ documents because of any non-disclosure agreement with its other customer or for any other reason whatsoever. CGTMSE would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
- 8.11.5 CGTMSE may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of CGTMSE contains any false or misleading claims or statements. CGTMSE shall not be liable for excluding or rejecting any such proposal.
- 8.11.6 CGTMSE reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RfP document. CGTMSE would not give any clarification/ explanation to the concerned bidder in case of such rejection.
- 8.11.7 CGTMSE reserves its right to reject any or all the offers without assigning any reason thereof whatsoever. The decision of CGTMSE would be final and binding in this regard.
- 8.11.8 CGTMSE reserves the right to modify the evaluation process at any time during the Tender process (before submission of bids by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- 8.11.9 CGTMSE will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined **the Lowest Bid (L1)** based on QCBS scoring, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, CGTMSE shall not be bound to accept the **L1 bid or any bid** and reserves the right to accept any bid, either wholly or in part, as it may deem fit.
- 8.11.10 CGTMSE reserves the right to re-tender.
- 8.11.11 The successful bidder would not be allowed to take part in the subsequent RfP (which is under the SOW of current RfP) for revamping of IT infrastructure (application) taken up after the BPR activity.

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## 8.12 Corrupt and fraudulent practice

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- 8.12.1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:
- 8.12.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 8.12.3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Trust and includes collusive practice



among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Trust of the benefits of free and open competition.

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

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## **8.13 Waiver**

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

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## **8.14 Violation of terms**

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

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## **8.15 Confidentiality**

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- 8.15.1 This RfP contains information proprietary to CGTMSE. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of CGTMSE. The Bidders shall submit a non-disclosure agreement as per Form 8 on nonjudicial stamp paper of appropriate value at the time of submission of bids.
- 8.15.2 In case the selected vendor is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

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## **8.16 IPR Infringement**

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- 8.16.1 As part of this project, bidder / service provider will deliver different software/ hardware/ services, if the use of any such software/ hardware/ services by / for CGTMSE, infringes the intellectual property rights of any third party, Service provider shall be primarily liable to indemnify CGTMSE to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third



party for such infringement, subject to the condition that the claim relates to software/ hardware/ services provided/ used by Bidder/ Service provider under this project.

- 8.16.2 All the analysis reports / documentation during the activity of the SOW should be mandatorily submitted by the consultant. After submission of the documentation and acceptance of the reports by the Trust; it would become copyright to the Trust and would be governed by the by-laws of IPR (Intellectual Property Rights).

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## 8.17 Limitation of liability

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

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## 8.18 Rights to Visit

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- 8.18.1 All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to CGTMSE or its designees at any time during normal business hours, as often as CGTMSE deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- 8.18.2 CGTMSE, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as CGTMSE may authorize, the progress of the project at the development / customization site of the Bidder or where the services are being rendered by the bidder.
- 8.18.3 The Trust and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Trust is not misused. The Bidder will have to cooperate with the authorized representative/s of the Trust and will have to provide all information/ documents required by the Trust.

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## 8.19 Audit

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- 8.19.1 The vendor shall allow the Trust, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to:
- 8.19.2 Inspect and audit its books and accounts and to provide copies of any audit or review reports and findings made on the service provider, directly related to the services related to this RfP. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned





above are allowed access to all the related places, for inspection and verification.

- 8.19.3 Right to remotely monitor access to CGTMSE's data and /or audit the log of access to CGTMSE's data stored at consultants premise / storage / Data Center.

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## 8.20 Compliance with Statutory and Regulatory Provisions

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- 8.20.1 It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RfP, during the course of the contract.

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## 8.21 Taxes and Duties

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

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## 8.22 Right of Publicity

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

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## 8.23 Resolution of Dispute

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- 8.23.1 CGTMSE and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, CGTMSE and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a



third party and/or adjudication in an agreed forum.

8.23.2 The dispute resolution mechanism to be applied shall be as follows:

- In case of Dispute or difference arising between CGTMSE and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third-party arbitrator mutually appointed by both the parties.
- Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- The cost and expenses of Arbitration proceedings will be equally shared and paid by both the parties.

8.23.3 The agreement/ contract shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.

8.23.4 No conflict between the BIDDER and CGTMSE shall cause cessation of services. Only by mutual consent the services will be withdrawn.

8.23.5 CGTMSE reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

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## 8.24 Force Majeure

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8.24.1 Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order after this RfP is the result of an event of Force Majeure.

8.24.2 If a Force Majeure situation arises, successful bidder shall promptly notify CGTMSE in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by CGTMSE in writing, successful bidder shall continue to perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.24.3 In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, CGTMSE and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem.

8.24.4 In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

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## 8.25 Indemnity

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8.25.1 The Bidder/ successful bidder shall indemnify the Trust, and shall always keep indemnified and hold the Trust, its employees, personnel, officers, directors, harmless from and against any and



all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Trust as a result of:

- i. Trust's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
  - ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or
  - iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Trust; and/or
  - iv. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
  - v. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/o
  - vi. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
  - vii. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
  - viii. The use of unlicensed and illegal Software and/or allied components by the successful Bidder.
  - ix. Infringement of 3rd party intellectual property rights and inappropriate disclosure or data breach.
- 8.25.2 The Bidder will have to at its own cost and expenses defend or settle any claim against the Trust that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Trust:
- i. Notifies the Bidder in writing; and
  - ii. Cooperate with the bidder in the defence and settlement of the claims.
- 8.25.3 The Bidder shall not be liable for defects or non-conformance resulting from:
- i. Software, hardware, interfacing not approved by Bidder; or
  - ii. Unauthorized modification of Software or any individual product supplied under this RfP document, or Trust's failure to comply with any mutually agreed environmental specifications.
  - iii. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
  - iv. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.



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## **8.26 NDA(Non-Disclosure Agreement)**

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8.26.1 The bidder will have to sign NDA for non-disclosure of data provided by CGTMSE for the mentioned services to the bidder, and the output generated from it.

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

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8.27.1 CGTMSE is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol.

8.27.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

8.27.3 Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.

8.27.4 Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RfP.

## 9. Bids Submission

### 9.1 Contents and Format Of Preliminary Eligibility (Envelope A)

The following documents need to be submitted separately in Envelope A:

- 9.1.1 Letter for Submission of Technical Bid Annexure I, Form 1 Format
- 9.1.2 Minimum Eligibility Bid in Annexure I, Form 2 Format
- 9.1.3 Documents required to demonstrate compliance with all the eligibility criteria, as mentioned above.
- 9.1.4 Power of Attorney of the signatory as per the format provided in Annexure I, Form 4 Format
- 9.1.5 Undertaking as mentioned in Annexure I, Form 5, 7, 9 Format.
- 9.1.6 Undertaking from the bidder/vendor that no inquiries or investigations have been threatened, commenced or pending against us or any other member of the consortium by any statutory or regulatory or investigative agencies or lending institutions. Annexure I, Form 6
- 9.1.7 Non-Disclosure Agreement in Annexure I, Form 8 Format.
- 9.1.8 Acceptance Letter for Offer in Annexure I, Form 9 Format.
- 9.1.9 Bank Guarantee (if any) in Annexure I, Form 10 Format.
- 9.1.10 Bank Mandate Form in Annexure I, Form 11 Format.
- 9.1.11 Earnest Money Deposit prepared as per the requirement stated in the RfP.
- 9.1.12 Tender Cost.
- 9.1.13 Documentary proofs.

The bidder should provide an undertaking on company letterhead, as regards to:

- 9.1.14 The commitment that, the key personnel to be employed for carrying out the task of BPR and implementing ERM for processes are qualified enough with adequate previous experience and that once they are assigned to the project, they will not be moved out of it, except for reasons beyond the control of the bidder.
- 9.1.15 Any other relevant legal document.



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## 9.2 Contents and Format of Technical Bid (Envelope B)

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9.2.1 Submission of Technical Bid Letter as per format in Annexure I Form 2.

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## 9.3 Contents and Format of Commercial Bid (Envelope C)

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9.3.1 Submission of Technical Bid Letter as per format in Annexure I Form 3.

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## 9.4 Bids Submission

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9.4.1 The bidder should put all the three, Envelopes A, B & C in a master envelope labelled “**Bid for Engaging services of suitably experienced Consultant for BPR and ERM Framework**”

9.4.2 The Trust reserves the Right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for CGTMSE’s action. Any decision in these regards by CGTMSE shall be final, conclusive and binding on the bidder.

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## 9.5 Language of Bid

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9.5.1 The bid prepared by bidders, as well as all correspondence and documents relating to the bid exchanged between the bidders and the Trust shall be in Hindi or English only. In case the bid is in Hindi, the bidder shall provide the certified copy of bid duly translated in English, at their own expense. In case of any discrepancies between Hindi and English version, the English version will prevail.

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## 9.6 Bid Currencies

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9.6.1 Prices should be quoted in Indian Rupee (‘INR’/‘₹’).

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## 9.7 Format and Signing of Bid

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9.7.1 Authentication of Bid: The original copies of the bid should be typewritten and should be signed by a person or persons duly authorized to bind the bidder to the Contract. The letter of authorization should be supported by a written power-of-attorney (Refer to Annexure I, Form 2) accompanying the bid. The person or persons signing the bid should initial all pages of the bid along with seal stamp, except for the un-amended printed literature.

9.7.2 Validation of Interlineations in Bid: Any interlineations, erasures or overwriting shall be valid

only if the person or persons signing the bid has / have authenticated the same with signature.

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## 9.8 Sealing and Marking of Bids

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- 9.8.1 Enclosing of Bid: The original copy of Document proofs for Preliminary eligibility should be placed in a single separate sealed envelope clearly marked "**Engaging services of suitably experienced Consultant for BPR and ERM Framework – Documents as proof of Preliminary eligibility**" (Envelope A).
- 9.8.2 The original copy of Technical Bid should be placed in a single separate sealed envelope clearly marked "**Engaging services of suitably experienced Consultant for BPR and ERM Framework - Technical Bid**" (Envelope B).
- 9.8.3 The Commercial Bid should be placed in a single separate sealed envelope clearly marking "**Engaging services of suitably experienced Consultant for BPR and ERM Framework - Commercial Bid (Prices only) - Do not open with Technical Bid (Envelope C)**".
- 9.8.4 All the three envelopes carrying Document proofs for Preliminary eligibility (Envelope A) Technical bid (Envelope B) and Commercial bid (Envelope C) should then be put in a single outer cover duly sealed.
- 9.8.5 The cover should read "**Engaging services of suitably experienced Consultant for BPR and ERM Framework**" and a statement "**Do not open before (Last date of submission and time)**".
- 9.8.6 The bid envelope should also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late". No indications pertaining to price or financial or commercial terms should be made on the envelopes. If any price indications are made, then the bids may be rejected.
- 9.8.7 Mailing Address for Bids: Bids should be addressed to the The Deputy General Manager, and delivered at the following address:
- CGTMSE  
1002-1003, 10th Floor, Naman Centre,  
Plot No. C-31, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
Mumbai – 400 051
- 9.8.8 Responsibility of CGTMSE: If the outer envelope is not sealed and marked as required, CGTMSE will assume no responsibility whatsoever for the bid's misplacement or premature opening.

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## 9.9 Deadline for Submission of Bids

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- 9.9.1 Last date for Submission: The bids (Document proofs for Preliminary eligibility, Technical and Financial) must be received by CGTMSE in Hard copy, at the address specified, not later than **(Last date of submission and time)**. In the event of the specified date for the submission of bids being declared a holiday for CGTMSE, the bids will be received up to the appointed time on the next working day.
- 9.9.2 Extension of Last Date for Submission: CGTMSE may, at its own discretion, extend the period



for submission of bids by amending the bid documents/RfP, in which case all rights and obligations of CGTMSE and bidders shall stand extended. However, no request for extension of time from the bidders shall be binding upon CGTMSE.

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## **9.10 Late RfP Policy**

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9.10.1 Any bid received by CGTMSE after the deadline for submission of bids prescribed by CGTMSE, will be summarily rejected and returned unopened to the bidder **within 02 weeks from the bid submission date**. CGTMSE shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

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## **9.11 Period of Validity of Bids**

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9.11.1 Validity Period: Bids shall remain valid for 90 days after the date of bid opening prescribed by CGTMSE. CGTMSE holds the rights to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

9.11.2 Extension of Period of Validity: In exceptional circumstances, CGTMSE may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Earnest Money Deposit provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the Earnest Money Deposit. A Bidder granting the request will not be permitted to modify its bid.

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## **9.12 Modification and Withdrawal of Bids**

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9.12.1 Written Notice: The bidder may modify or withdraw its bid after the bid's submission, provided that CGTMSE receives written notice addressed to the address mentioned for submission of Bids.

9.12.2 Signing and Marking of Notice: The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A duly signed withdrawal notice may also be sent by fax or post to reach the designated office before the expiration of deadline for submission of bids.

9.12.3 Last Date for Notice: No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its Earnest Money Deposit.

9.12.4 Trust has the right to reject any or all tenders received without assigning any reason whatsoever. Trust shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

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## **9.13 Opening of Bids by the Trust**

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9.13.1 On the scheduled date and time, bids will be opened by the Trust's Committee in the presence of bidder representatives. It would be the responsibility of the bidder's representatives to be present at the date, time and at the place specified in the tender document. The bidders'





representatives who are present shall sign in a register/ sheet evidencing their attendance.

- 9.13.2 The Bidder name and presence or absence of requisite tender cost, EMD and such other details as the Trust, at its discretion may consider appropriate will be announced at the time of Pre-qualification/ Eligibility & technical bid opening. No bid shall be declared as rejected at the time of bid opening, except for late received bids.
- 9.13.3 Bids that are not opened at the time of Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- 9.13.4 In the event of the specified date for the opening of bids, being declared a holiday for the Trust, the bids will be opened at the same time on next working day.

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## **9.14 Non Conformity to RfP Requirements**

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The bid should be submitted in the form of printed document. The bids submitted by telex, fax or email bids shall not be entertained.

Any condition put forth by the bidders not conforming to the RfP requirements would not be entertained at all and such bid shall be rejected.



## 10. Award of Contract

### 10.1 CGTMSE's Right to Accept any Bid and to Reject any or all Bids

CGTMSE shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part. CGTMSE reserves the right to annul the bidding process and reject all bids at any time before the award of Contract at its sole discretion, without thereby incurring any liability to the affected bidder or bidders.

### 10.2 Notification of Acceptance of Bid

#### Notification to Bidder

Before the expiry of the period of validity of the proposal, the Trust shall notify the successful bidder in writing by registered letter or by fax or by hand-delivery or by e-mail, that its bid has been accepted. The bidder shall acknowledge in writing receipt of the notification of acceptance and should convey his absolute, unconditional and unqualified acceptance and thereafter enter into agreement / contract within 30 days from the date of acceptance.

#### Signing of Contract

The notification of the acceptance shall be followed by signing of the Contract. However, the Trust may negotiate certain terms & conditions with successful bidder and obtain necessary approvals from higher authorities, before signing of the Contract. The Bidder should sign the Contract Form (Annexure I, Form 6), the signing of which will amount to awarding of the contract, and the Bidder will initiate the execution of the work as specified in the Contract.

The signing of contract shall be completed within 30 days of receipt of notification of the acceptance of bid.

### 10.3 Discharge of Earnest Money Deposit (EMD)

Upon the successful Bidder signing the Contract/Agreement, the Trust shall promptly request the Bidder to provide performance guarantee. Earnest Money Deposit/ EMD of successful Bidder shall be discharged on the Successful Bidder signing the Contract/Agreement. The Earnest Money Deposit/EMD of unsuccessful bidders shall be discharged / returned as early as possible, but not later than 90 days after expiration of the period of bid validity prescribed by CGTMSE.

### 10.4 Expenses for the Contract

The incidental expenses for execution of Agreement / Contract shall be borne by the successful Bidder.



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## **10.5 Failure to Abide by the Agreement / Contract**

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The conditions stipulated in the Agreement/Contract shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of the Trust including recovery of penalties as specified in this RfP or Agreement / Contract.

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## **10.6 Annulment of Award**

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Failure of the successful Bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD, in which event the Trust may at its sole discretion, make the award to the next best evaluated bidder or call for new bids.

## 11. Annexure I – Forms

### 11.1 Form 1: Letter format for Submission of Technical Bid

**The Deputy General Manager**  
 CGTMSE,  
 1002-1003, 10th Floor, Naman Centre,  
 Plot No. C-31, G Block  
 Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai – 400 051**

Dear Sir,

**Subject: Engaging services of suitably experienced Consultant for Business Process Re-engineering and implementation of Enterprise Risk Management Framework**

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

1. **Bid Price and EMD / BG <out of a, b & c below, pl. remove which is not applicable>:**
  - a. Not submitted as we are a registered MSE and exempted as per the provisions under para 8.27 of the RfP.
  - b. Bid Price: We have enclosed a Demand Draft/ Banker's Cheque of the sum of **₹1,000/- (₹One Thousand only)** towards non-refundable bid price.
  - c. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / Banker's Cheque/ Bank Guarantee (BG) of the sum of **₹1,60,000/- (Rupees One Lakh Sixty Thousand only)** towards EMD. We understand that the EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
2. Minimum Eligibility bid and Commercial bid inside separate envelopes, in prescribed formats.
3. Details of presentation and site visit/ customer feedback are given below:

Event	Date & Time	Address & Contact Details	Remarks / Comments
Presentation			
Site Visit		<i>&lt;please give the details of the customer referred&gt;</i>	

Having examined the bidding documents and Annexures thereto and addenda numbers -----thereto, we, the undersigned, in conformity with the RfP Document, offer to provide the Services and Solutions as defined and described in the RfP Document, on the terms and conditions mentioned in the bidding document and for the sum / price indicated as per Commercial bid.

We agree to the following:

- We undertake if our bid is accepted, we shall deliver the requirement as per the schedule: starting from the date of receipt of notification of award from The Trust.
- We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Trust up to the period prescribed in the Bid, which shall remain binding upon us.
- We accept that The Trust has also right to re-issue the bid, to which we do not have right to object. The decision of The Trust in this regard shall be final and binding upon us.



- We agree and undertake to abide by the RfP and contract terms and conditions, provisions, stipulations and covenants including the price quoted therein for the period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- We understand that you are not bound to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- We enclose a Demand Draft bearing No..... dated ...../...../2018 drawn by ..... Trust,..... branch, in favour of ..... Trust Ltd. payable at Mumbai for a sum of Rs.....(Rupees..... only) towards Earnest Money Deposit (EMD)
- The entire set of RfP documents are enclosed hereto and form the part of this Bid.
- We understand that the EMD, in case of successful bidder, will be discharged / returned upon the Bidder signing the Contract/Agreement. In case of unsuccessful Bidder the EMD will be returned after the Bid validity period but not later than 90 days after expiry of the period of bid validity as stipulated by The Trust. We are aware that EMD shall not carry any interest.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2018

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

## 11.2 Form 2: Minimum Eligibility Bid

S#	Criteria	Bidder's Response
<b>A.</b>	<b>General Information about the bidder</b>	
1	Name of the Bidder Company	
2	The bidder should have been in existence for at least five years as on 31 March 2018 (in case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into considerations). (Certification of Incorporation / Certificate of commencement of Business)	
3	Type of Company. [Govt./ PS / Pub. Ltd/ Pvt. Ltd/ Partnership/ Proprietary]	
4	Bidder should be a registered Company incorporated in India under Companies Act 1956 and in operations for at least <b>05 years</b> . If Yes, provide Registration No. and date of registration. [Copy of Registration Certificate to be enclosed]	
5	Address of Registered Office with contact numbers [phone/fax/mail]	
6	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]	
7	<b>Contact Details of Bidder authorized to make commitments to CGTMSE</b>	
a	Name	
b	Designation	
c	Mobile No.	
d	Fax No.	
e	Mail ID	
8	MSE Status as per the definition at para 8.27 of the RfP <tick appropriate>: <input type="checkbox"/> Company <b>does not qualify</b> the status of MSE. <input type="checkbox"/> Company <b>does qualify</b> the MSE status. Relevant document is attached herewith. <please attach MSE registration certificate or a certificate from Chartered Accountant>. <input type="checkbox"/> SC/ST	
9	Service tax registration no. Copy of ST registration attached. (Yes/No)	
10	Permanent Account Number (PAN). Copy of PAN Number attached. (Yes /No)	
11	Registration Number of Company	

	Copy of Registration Certificate attached. (Yes/No).				
12	<b>Bank Mandate Form Status &lt;tick appropriate&gt;</b>				
	<input type="checkbox"/> Already Submitted with CGTMSE <input type="checkbox"/> Being submitted herewith as per format				
	<b>Bank Account Details as in Bank Mandate Form:</b>				
	<b>S.N.</b>	<b>Bank Name and Branch</b>	<b>Account Type</b>	<b>IFSC Code</b>	<b>Account No.</b>
13	DD/ Pay order for 1,60,000/- towards EMD / BG attached.				
	Following are the details:				
	DD/ Pay order/ BG No. Date :			Drawn On	
<b>B. Eligibility Criteria</b>					
14	<b>Financials:</b> The bidder should have i. An annual turnover of minimum <b>₹50 Crore</b> in each of the last three financial years. <b>AND</b> ii. The Bidder should have positive net worth and cash profit (i.e. no cash loss) in at least 02 of the last 03 financial years.  [Certificate of auditors/ Chartered Accountant for last three audited financial years mentioning turnover, net worth and cash profit to be enclosed. Copies of the balance sheets are not desirable. Provide provisional figures for 2017 if audited are not available]				
	<b>Audited FY →</b>	<b>FY 2016-17</b>	<b>FY 2015-2016</b>	<b>FY 2014 - 2015</b>	
	Turn Over				
	Net Worth				
	PAT				
15	<b>Experience:</b> The bidder should have ✓ understanding of credit guarantee / credit insurance domain; working in Indian market, to be demonstrated through execution of at least 1 assignment undertaken by bidder. ✓ Demonstrated domain experience in BPR & Risk consulting by having provided such services to at least 3 projects similar to the SOW in BFSI sector in India over the past 5 years (as on the date of this RfP) project.			a. Relevant credential letters supporting the claim from the respective organization submitted along with contact details of the organization.  b. Self Certified Copy of Work order / agreement along with completion certificate for completed projects.	
	<b>16 Credentials:</b> Bidder should provide the details, as under, of at least 03 customers for projects as referred in previous clause.				
	<b>Customer name</b>	<b>Contact Person (Name, Designation, Phone No. &amp; Email ID)</b>	<b>Project Details (separate sheet may be attached, if required)</b>	<b>Project duration (no. of years) &amp; No. of resources deployed.</b>	
i					
ii					
iii					



17	The Bidder should not have been black-listed or faced legal action by any Public Sector Bank, FI, insurance company, Trust, RBI or IBA or any other Government agency as on date of this RfP. [Self-declaration/ certification to this effect should be submitted]	
18	Bidder should have an office in Mumbai/ Navi Mumbai/ Thane to handle the project smoothly.	
19	Bidder should attach Appendix to Annexure-II. Service Delivery plan with all relevant details as per para 5.1(3) and bio-data at least 03 resources proposed to be deployed for the project.	
20	Proposed Approach, Deliverables, Timelines and Team Structure for addressing the Items in Scope. [Bidder to submit document detailing the aforesaid with the Technical Bid]	

Dated this \_\_\_\_ day of \_\_\_\_\_ 2018

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

---

**Please note :**

1. Bidder's response should be complete. Yes/ No answer is not acceptable.
  2. Documentary proof, sealed and signed by authorized signatory, must be submitted
  3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. The Trust will not make any separate request for submission of such information.
  4. The Trust will contact the referred customers for verifications of facts, the bidder to ensure that the customer is intimated. Further in case the Trust feels to visit the site, the bidder to take necessary approvals for the same. The Trust will not make any separate request to the bidders customers.
  5. For off-shore/ projects undertaken out of India, bidder should be in a position to arrange for a conference call, if so desired by CGTMSE, with the customer.
  6. Proposal of the bidders are liable to be rejected in case
-





## 11.3 Form 3: Commercial Bid

To:

**The Deputy General Manager**  
CGTMSE,  
1002-1003, 10th Floor, Naman Centre,  
Plot No. C-31, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
Mumbai – 400 051

S#	Description	Base Amount in INR	Applicable Taxes	Total Amount in INR
1	Professional Engagement fee (per month) for carrying activities as per SOW above			
2	Any other expenses (per month)			
<b>Total (per Month)</b>				
<b>12 months Cost (inclusive of all taxes and all expenses)</b>				

Place:

Date:

Signature of Authorised Official with Seal

The Commercial bid should state the following explicitly:

- Total Cost and applicable Taxes.
- The total cost of the products and services quoted above, are accounted for and are valid for the entire Contract period after successful acceptance by the Trust.
- The total tax applicable based on rates effective at the time of the Bid response.
- The total GST and other duties on the software products/any other proposed component of the bid, based on rates effective at the time of the Bid response
- The bid includes all costs on account of travel expenses including boarding, lodging etc. for the purpose of the implementation and three months warranty.
- The bid is all inclusive of all expenses.



### 11.4 Form 4: Format of Power-of-Arrowney for Signing of Bid

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

#### POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_ on \_\_\_\_\_, 2017, We, \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint <Name>, <Employee no.>, <Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)' relating to 'Request for proposal No. RfP No.2018-19/CGTMSE/01 dated April 06, 2018 for 'Engaging services of suitably experienced Consultant for Business Process Re-engineering and implementation of Enterprise Risk Management Framework' for CGTMSE and to attend meetings and hold discussions on behalf of the Company with CGTMSE in this regard.

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

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

For and on behalf of the Board of Directors of \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_ 2018

WITNESS:

Signature Of \_\_\_\_\_

-----  
Attested  
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#### Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

In case the Application is signed by an authorized Director of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.



Wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.



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## 11.5 Form 5 : Letter of Conformity

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(To be submitted on Bidder's Company Letter Head)

To:

**The Deputy General Manager**

CGTMSE,  
1002-1003, 10th Floor, Naman Centre,  
Plot No. C-31, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
Mumbai – 400 051

Dear Sir,

Consulting Services for BPR and implementation of ERM Framework in CGTMSE

We, the undersigned bidders, having read and examined the aforesaid RfP document, issued by CGTMSE and hereinafter referred as 'Trust' do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Trust, provided however that only the list of deviations furnished by us in Annexure-V of the main RfP document and which are expressly clarified and agreed by the Trust and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Trust is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Trust's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also hereby confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:



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## 11.6 Form 6: Letter of Competence

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

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

We certify that the quality and number of resources to be deployed by us will be adequate to deliver the services professionally and competently within the prescribed time frame and Service Level Agreements (SLAs).

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

Thanking you,

Yours sincerely,

Dated this \_\_\_\_ day of \_\_\_\_\_ 2018

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:



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## 11.7 Form 7: Deed of Indemnity Format

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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 acts of our representatives, 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 \_\_\_\_\_ 2018

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

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## 11.8 Form 8: Non-Disclosure Agreement Format

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

WHEREAS, We, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “**Engaging services of suitably experienced Consultant for Business Process Re-engineering and implementation of Enterprise Risk Management Framework**” as per scope defined in the **Request for Proposal (RfP No.2018-19/CGTMSE/01 Dated April 06, 2018** for Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), having its office at 1002- 1003, 10th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the TRUST) and;

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

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

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

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

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

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

Yours sincerely,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:





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## 11.9 Form 9: Format for Acceptance Letter for Offer of the Trust

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To

**The Deputy General Manager**  
CGTMSE,  
1002-1003, 10th Floor, Naman Centre,  
Plot No. C-31, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
Mumbai – 400 051

Dear Sir

**Re: Engaging services of suitably experienced Consultant for Business Process Re-engineering and implementation of Enterprise Risk Management Framework**

We hereby acknowledge with thanks the offer of the Trust to us for “Engaging services of suitably experienced Consultant for Business Process re-engineering and implementation of Enterprise Risk Management Framework” for its internal use.

We hereby agree that

1. We shall carry out the tasks required for “Engaging services of suitably experienced Consultant for Business Process Re-engineering and implementation of Enterprise Risk Management Framework” as generally defined and described in the RfP Document, on the terms and conditions mentioned in the RfP Document.
2. We shall abide by the terms & conditions as set out in the RfP document.
3. We shall execute the following documents as required:
  - a. Deed of Indemnity
  - b. Contract setting forth the terms of the offer and acceptance
  - c. Non-disclosure agreement
  - d. Any other undertaking or documents, as may be required by RfP document

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:



## 11.10 Form 10: 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 Udyog Aadhar (if available) \_\_\_\_\_

2. Address of the Borrower / vendor / supplier:

\_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ Pin Code \_\_\_\_\_  
 E-mail id: \_\_\_\_\_  
 Phone No. with STD code: \_\_\_\_\_  
 Mobile No.: \_\_\_\_\_  
 Permanent Account Number \_\_\_\_\_  
 MSME 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)		
<b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE <sup>2</sup>	For RTGS transfer		For NEFT transfer
GSTIN Number			

### 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 SIDBI / IDBI Bank 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 Banks)

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

**<sup>1,2</sup>: 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.



## 11.11 Form 11: Performance Bank Guarantee

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

(This is a sample format and final contents are subject to Verification before execution of the document)

### BANK GUARANTEE

**Credit Guarantee Fund Trust for Micro and Small Enterprises**  
**1002-1003, 10<sup>th</sup> Floor, Naman Centre,**  
**Plot No. C-31, G Block**  
**Bandra Kurla Complex, Bandra (E)**  
**Mumbai – 400051**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the 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 1002-1003, 10th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the CGTMSE ) having agreed to award a contract to M/s. <Service Provider Name> having its office at <Service Provider's Office Address>, (hereinafter called "the Service Provider") for "Engaging services of suitably experienced Consultant for Business Process Re-engineering and implementation of Enterprise Risk Management Framework" on the terms and conditions contained in the Purchase order No..... dated \_\_\_\_\_ placed with the Service Provider and CGTMSE (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank Guarantee for 10% of the contract value i.e. ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) \_\_\_\_\_, having its principal/ registered office at \_\_\_\_\_ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) \_\_\_\_\_ (herein after referred to as (Bank name) \_\_\_\_\_ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No \_\_\_\_\_ in favour of **Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)**

1. We, do hereby unconditionally and irrevocably undertake to pay to CGTMSE, without any demur or protest, merely on receipt of a written demand in original before the close of Bank's business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from CGTMSE an amount not exceeding \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the CGTMSE regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to CGTMSE such sum not exceeding the said sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "Engaging services of suitably experienced Consultant for Business Process Re-engineering and implementation of Enterprise Risk Management Framework" to CGTMSE in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure. agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.
4. We undertake to pay to CGTMSE all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.



5. We further agree with you that CGTMSE shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by CGTMSE against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of CGTMSE or any indulgence by the CGTMSE to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_.
6. The liability under this guarantee is restricted to ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_ and unless a claim in writing is presented to us at counters at (Bank & address) \_\_\_\_\_ on or before (date) \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Trust and hold full and valid Power of Attorney granted in their favour by the Trust authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_).
10. 10. This guarantee shall remain in force until (date) \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (Bank name, place) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of CGTMSE in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (Bank name & place) under this guarantee is restricted to a maximum total amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (Bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of Banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (Bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (Bank name & address) \_\_\_\_\_ upon the earlier of (a) its discharge by payment of claims aggregating to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)”
15. All claims under this guarantee will be made payable at (Bank name & address) \_\_\_\_\_ by way of DD payable at Mumbai



In witness whereof we ..... have set and subscribed our hand and seal this ..... day of ....., 2017.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : 1) Name.....

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....