



Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)
(set up by Government of India and SIDBI)
MSME Development Centre, Plot No.C-11, 'G' Block,
Bandra Kurla Complex, Bandra (East), Mumbai-400051.

Tel (O): 022-26541807 / 61437807 Fax : 022-26541821
E-mail: snsadhwani@cgtmse.in Website: www.cgtmse.in

Request for Proposal (RfP) for
Off Roll Personnel HR Process Management

Date of Issue : **October 15, 2013**

Date of Pre-bid Meeting : **October 25, 2013**

Last Date for Submission : **November 06, 2013**

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TENDER NOTICE

The Ministry of Micro, Small and Medium Enterprises, Govt. of India (the then Ministry of SSI) and Small Industries Development Bank of India (SIDBI), established a Trust viz. Credit Guarantee Fund Trust for Small Industries (CGTSI) in July, 2000 for implementing the Credit Guarantee Fund (Scheme) for Small Industries (CGS). The Trust was renamed as Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) and the Scheme as "Credit Guarantee Fund Scheme for Micro and Small Enterprises (CGS)" consequent to the passing of the MSMED Act, 2006. CGS was launched to make available collateral and third party guarantee free credit to the small-scale industries (SSIs) and Small Scale Service and Business Enterprises (Industry Related) [SSSBE-IR]. As per the announcement of "Package for Promotion of Micro and Small Enterprises" in Parliament by Hon'ble Minister for MSME, Govt. of India on February 27, 2007, its scope was widened to include Micro and Small Enterprises sector. Both existing and new units are eligible to be covered under the scheme.

Sealed tenders are invited from registered Manpower//HR Agencies for providing skilled manpower on terms and conditions mentioned in Tender Document made available on website www.cgtmse.in. The bidder should enclose Demand Draft of **Rs.2500/-** towards the cost of tender document in favor of "Credit Guarantee Trust for Micro and Small Enterprises (CGTMSE), Mumbai". Selection of Bidder will be strictly on the basis of fulfillment of the eligibility criteria.

The sealed tenders duly filled & Signed in the prescribed Performa shall be addressed to the General Manager, Credit Guarantee Fund Trust for Micro and Small Enterprises, MSME Development Centre, Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051.

The tender envelope super scribed as "**Tender for Hiring Manpower for CGTMSE not to be opened before November 7, 2013 at 15.00hrs**" shall be dropped in the tender box by the bidder placed at above address. Bids received after the closing date and time will not be considered.

Sd/-
General Manager
CGTMSE Mumbai

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Schedule of Tender

The Tender document is available on the website www.cgtmse.in and this can be downloaded. The Tender envelop shall contain Tender Fee (Rs. 2500/-) and EMD (Rs.50,000/-) in the form of crossed Demand Draft drawn on any Nationalized Bank in favour of **Credit Guarantee Fund Trust for Micro and Small Enterprises**, payable at Mumbai at par without which bid will be treated as incomplete and non responsive and shall not be considered.

Summary of the tender notice is as follows :

Tender Reference	Particulars
Tender Fees	Rs. 2,500/- (Rs. Two thousand five hundred only) Non Refundable
EMD	Rs. 50,000/- (Rs. Fifty Thousand only) Refundable
Availability of Tender Doc.	From October 15, 2013 Till November 6,, 2013 (up to 11.30 Hrs.)
Address and Last Date of Receipt of Pre-bid queries	October 25, 2013 till 11.00 Hrs. Venue: As mentioned above
Pre bid Conference date and place	October 25, 2013 at 15.00 Hrs. Venue: Credit Guarantee Fund Trust for Micro & Small Enterprises (CGTMSE),7 th floor, MSME Development Centre, Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051. Tel (O): 022-26541804 / 61437818 Fax : 022-26541821
Last Date, Time and place for receipt of bids	November 6, 2013 upto 15:00 hrs Venue: As mentioned above.
Time and Date of Opening of the Qualification Bid	Novmeber 7, 2013 at 15.00 hrs. Venue: As mentioned above
Address of Communication Contact Person and TelephoneNumbers	Shri S.N.Sadhwani, Deputy General Manager, Credit Guarantee Fund Trust for Micro & Small Enterprises (CGTMSE),7 th floor, MSME Development Centre, Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051. Tel (O): 022-26541804 / 61437818 Fax : 022-26541821

Bids shall remain valid for **30 days** from the last date of submission of bids.

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

Sd/-
General Manager,
CGTMSE Mumbai

DISCLAIMER

The sole purpose of this Request for Proposal (RFP) is to assist CGTMSE for selection of agency for providing off roll support services to CGTMSE.

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

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

The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to contain all the information that a Bidder may require. CGTMSE does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent. CGTMSE reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available to all recipients by CGTMSE.

CGTMSE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

CGTMSE reserves the right to reject any or all the bids /proposals received in response to this RFP at any stage without assigning any reason whatsoever. The decision of CGTMSE shall be final, conclusive and binding an all the parties.

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1. Introduction

The Ministry of Micro, Small and Medium Enterprises, Govt. of India (the then Ministry of SSI) and Small Industries Development Bank of India (SIDBI), established a Trust viz. Credit Guarantee Fund Trust for Small Industries (CGTSI) in July, 2000 for implementing the Credit Guarantee Fund (Scheme) for Small Industries (CGS). The Trust was renamed as Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) and the Scheme as “Credit Guarantee Fund Scheme for Micro and Small Enterprises (CGS)” consequent to the passing of the MSMED Act, 2006. CGS was launched to make available collateral and third party guarantee free credit to the small-scale industries (SSIs) and Small Scale Service and Business Enterprises (Industry Related) [SSSBE-IR]. As per the announcement of “Package for Promotion of Micro and Small Enterprises” in Parliament by Hon’ble Minister for MSME, Govt. of India on February 27, 2007, its scope was widened to include Micro and Small Enterprises sector. Both existing and new units are eligible to be covered under the scheme.

2. Requirement

Sealed tenders in the prescribed format are invited from the agencies registered as Partnership Firms/Corporate Entities and having minimum five years experience in providing services of skilled manpower on contract basis. The contract will be for two years which shall be extendable by another one year on mutually agreed terms. However, CGTMSE has the right to review the contract at regular intervals, at its discretion, and based on the review, CGTMSE shall have the right to reduce the term, suspend or cancel the contract at its sole and absolute discretion, without assigning any reasons thereof. CGTMSE may also call for fresh financial bid, from the technically qualified bidders, any time after one year, if deemed necessary. At present, 1 agency has deployed 15 persons in CGTMSE office at Mumbai and CGTMSE has initiated the current tender process with a view to select a fresh set of agencies in accordance with the provisions laid down in this RfP. ***The total monthly CTC (excluding agency’s service charges) being presently paid by CGTMSE in respect of above mentioned 15 contract employees is around Rs.1.97 lakh. The selected agency shall be required to provide manpower, on contract basis, during the contract period at the rates quoted.*** Details of qualification of Manpower required and their indicative work profile shall be as per Annexure- I.

3. **Technical Qualification Criteria for the Bidder**

a. Tender Document Fees and EMD: Bidder should enclose Tender Fee and EMD amount as specified in schedule of Tender.

b. Statutory documents to establish Eligibility: The agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments / amendments/modifications:

- i. The payment of wages Act 1936
- ii. The Employees Provident Fund Act 1952
- iii. The contract Labour Regulation Act, 1970
- iv. The payment of Bonus Act 1965
- v. The payment of Gratuity Act, 1972
- vi. The Employees state insurance Act, 1948
- vii. The Employment of children Act, 1938
- viii. Minimum wages Act, 1948
- ix. Any other Act /Rules

c. Annual Turnover: The bidder shall have the minimum turnover of Rs. Five crore in any of the last three years viz. 2009-10, 2010-11, 2011-2012.

d. The bidders must have office in Mumbai and shall be in the business of providing manpower to various establishments for at least 5 years.

e. Should have supplied manpower to the Public/Private Sector Banks, all-India Financial Institutions, MNCs, large corporates.

f. Should be an Income Tax Assesse having filed I.T>Returns for the last three FYs.

g. Should be registered with Central and Excise Department for Serice Tax purposes.

h. Should have work force of atleast 500 people to offer on need basis.

i. The bidder shall provide details of establishments to whom manpower provided (Category and number of manpower) in last 3 years.

j. The bidder shall submit the following registration details of Regulatory Authority / departments.

- i. Current Valid copy of registration certificate obtained from **Labour** Commissioner Office.
- ii. Current Valid copy of **Service Tax Registration**
- iii. Current Valid copy of **PAN Card**
- iv. Current Valid copy of registration certificate from **ESI and EPFO**

k. An undertaking (self certificate) on a stamp paper that the bidder hasn't been blacklisted by a central / any state Government institution or any other private agency.

l. The bidder shall submit "Technical Bid form" as per **Annexure II**.

4 Bidding Process

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

4.1 Three Bid System Tender

The bids shall be in three separate parts containing **i. Tender Fee & EMD, ii. Technical and iii. Commercial Bid**. Three separate sealed envelopes containing the Tender Fee & EMD, Technical and Commercial bids respectively should be enclosed together in a larger envelope, sealed and superscribed with the Name of Bidder. All the three inside envelopes should be separately securely sealed and stamped. The sealed envelopes must be superscribed with the following information:

- I. Type of Bid (Tender Fee & EMD or Technical or Commercial)**
- II. Name of Bidder with address, contact person & contact details**
- III. Due date and Time of opening of bids**

4.1.1. ENVELOPE - I (Tender Fee and EMD):

The Envelope - I shall contain i) Earnest Money Deposit and ii) Tender Fees

i) Earnest Money Deposit [EMD] :

EMD of Rs. 50,000/- in the form of Demand Draft drawn in favour of "**Credit Guarantee Fund Trust for Micro and Small Enterprises**". Offers, submitted without EMD, will be rejected. EMD of the unsuccessful Bidders will be returned within 30 days after the expiry of the period of tender offer validity prescribed by CGTMSE. EMD of the successful Bidders will be returned on executing the Contract and furnishing the Security Deposit.

The EMD / Bid Security may be forfeited:

- A)** If a Bidder withdraws its tender during the period of bid validity, or
- B)** In case of a successful Bidder, if the Bidder fails:
 - i. to execute the agreement / contract within 7 days from the date of issue of the work order.
 - ii. to submit Security Deposit as specified in the terms and conditions.

ii) Tender Fees:

Non refundable fee of Rs. 2500/- in the form of Demand Draft drawn in favour of the **Credit Guarantee Fund Trust for Micro and Small Enterprises**, payable at Mumbai.

4.1.2. ENVELOPE-II (Technical bid)

The Envelope - II (Technical Bid) shall contain the following :

- (i) Documents Establishing Bidder's Eligibility
- ii) The technical details as required in **Annexure II** of this tender document
- iii) The bid document should be signed and stamped on each page.
- iv) A letter of acceptance of terms and conditions of the tender (shall be on the letter head of the agency signed by the authorised signatory).

4.1.3. ENVELOPE-III (Commercial Bid):

The Envelope-III (Commercial Bid) shall contain the following:

- i) The Commercial bid as per the format given in Commercial bid schedule. The commercial bid must be filled in completely. The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initialed by the person or persons signing the offer.
- ii) Bidder shall submit Commercial Bid Form as per **Annexure III**.

4.2. TERMS AND CONDITIONS

4.2.1. Erasures or Alterations and Signing of Tender Offers

The original and a copy of the Tender Offer shall be typed or written in ink and shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the Contract. Such authorization shall be indicated by power of attorney on a stamp paper accompanying the tender offer. All pages of the Tender Offer, except for an amended printed literature, shall be initialed by the person or persons signing the Tender Offer. The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initialed by the person or persons signing the offer.

4.2.2. Completeness of Technical Offer

Technical details must be completely filled up. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", is not acceptable. The CGTMSE shall treat offers not adhering to these guidelines as unacceptable.

4.2.3. Costs & Currency

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

- i) One time recruitment fee, if applicable (per person) : Flat amount to be indicated*
- ii) Absorption fee/ transfer fee (per person), if any*
- iii) Monthly Service Fee/Mark up : As a % of CTC*
- iv) All taxes and levies except service tax which will be paid on actual.*

Please note that CTC of the contract employees shall be fixed by CGTMSE.

4.2.4. Fixed Price

The Commercial Offer shall be on the basis of percentage of CTC with regard to monthly service charges of the agency and on fixed price basis with regard to one time recruitment fee, if any, exclusive of all taxes. The rates so quoted shall remain unchanged during the entire contract period. Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance" etc. will be treated as being at variance and shall be liable for rejection.

4.2.5. Submission of Tender Offers

Sealed Tender offers **shall be dropped in tender box provided on or before 03.00 PM on November 6, 2013 at the address specified above** (not later than the time and date specified in the invitation for Tender offers). In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day. CGTMSE may, at his discretion, extend this deadline for submission of offers by amending the Tender Documents. In that case all rights and obligations of the agency and CGTMSE previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through e mail, Telex, Fax, cable will be rejected.

4.2.6. Late Tender Offers

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

4.2.7. Modification and Withdrawal of Offers

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

4.2.8. Validity of Bids

All the bids must be valid for a period of 30 days from the date of tender opening for placing the initial order. However, the rates should be valid for initial/extended period of empanelment from the date of empanelment. **No request will be considered for price revision during the contract period.**

4.2.9. Opening of Bids

The bids will be opened in the presence of representatives of bidders **on November 7, 2013 at 15.00 hours**. Only one representative per bidder shall be permitted to attend along with the Letter of Authority as per **Annexure V**. The sealed cover Envelope-I containing tender fee and EMD will be opened in the first instance in the presence of bidder's representatives. In case tender fee and EMD are in order, Envelope-II containing Technical Details (Annexure II) shall be opened at the same time. The technical bids will then be passed on to the duly constituted Tender Evaluation Committee (TEC) for evaluation. **The Envelope-III containing commercial bids/financial details of technically qualified bids shall be opened on the pre-decided date which shall be intimated to the bidders who have been found successful in the process of evaluation of technical bids.**

4.2.10. Evaluation of bids

a) Technical Evaluation

- I. The two-stage selection procedure shall be adopted for evaluation of the bids. In the first stage, the technical bids shall be evaluated by a duly constituted Tender Evaluation Committee (TEC).
- II. The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications. Bids of the agencies, not satisfying the eligibility criteria shall be rejected and no further evaluation of bids of these agencies will be done.
- III. For the agencies which meet the pre-qualification criteria, the TEC would examine the technical details and may ask for additional information from the bidders, if required. On request from the TEC, the bidding agencies may have to produce additional information. To speed up the tender process, CGTMSE at its discretion may ask for any technical clarification to be submitted by means of facsimile/ email: snsadhwani@cgtmse.in by the Bidder. In such cases, original copy of the document describing the technical clarifications must be sent to CGTMSE by means of courier / in person. The time limit, in which the bidders' have to submit additional information, shall be decided by the TEC and its decision shall be final in this regard. Bids of the agencies failing to adhere to the specified time limit shall be rejected.

- IV. **CGTMSE will not accept conditional bids.** However, if the bidder wishes to incorporate some condition, the same should be mentioned in the covering letter of the bid, together with the justification thereof. CGTMSE reserves the right to accept or reject such conditions.
- V. CGTMSE reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the CGTMSE's action.
- VI. The bidders who score minimum 70 marks in the technical evaluation criteria will be technically qualified and will be considered for financial evaluation
- VII. The technical evaluation criteria is given as below: (Mandatory)

Criteria	Particulars	Equivalent Marks
A	Turnover in the field of providing manpower services, for the last 3 years	50
B	Experience of agency in providing manpower services to government / semi-government or private establishments in related fields of services desired by CGTMSE	50

b) Financial Evaluation

- I. Commercial Bids of only the technically qualified Bidders shall be opened.
- II. A Tender Evaluation Committee (TEC) would scrutinize the commercial bids.
- III. The bids, found lacking in strict compliance to the commercial bid format shall be rejected.
- IV. The bidders have to quote amount in rupees as per schedule of the financial bid. If there is a discrepancy between words and figures, the amount in words shall prevail and be valid. If the agency does not accept the correction of the errors, its bid will be rejected and EMD forfeited.
- V. The lowest amount, after taking into consideration quotes indicated at column 3 of Part II of Annexure III, quoted by any one bidder in the comparative chart will be selected and contract will be awarded.
- VI. In case same % is quoted by two or more agencies, the selection will be based on the high turnover and better experience in terms of placement with PSUs and large corporates.
- VII. Service tax at the prevailing rates shall be reimbursed by CGTMSE on production of documents of its submission with the concerned authority.
- VIII. TDS will be deducted as per prevailing income Tax Laws and certificate to this effect shall be provided to the agency by CGTMSE. The responsibility of paying the service Tax as per prevailing rates and as claimed in the bill amount, will be of the agency.
- IX. The agency should be registered with the concerned Govt. authorities, and a copy of the registration may be submitted.
- X. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the CGTMSE is put to any loss/obligation, monetary or otherwise, the CGTMSE will be entitled to get itself reimbursed out of the outstanding bills/ performance security to the extent of the loss or obligation in monetary terms.

- XI. The General Manager, CGTMSE reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

4.2.11. Award Criteria

- I. On written communication from CGTMSE for having qualified for providing manpower to CGTMSE, the agency shall sign the contract as per **Annexure VI** within 7 days of such communication. Failing which the offer shall be treated as withdrawn and EMD forfeited.
- II. The agencies selected for providing manpower shall give security deposit of 10% of Contract value in the form of **Performance Bank Guarantee** as per **Annexure VII**, from a scheduled commercial bank for the duration of the contract / extended period, if any, in favour of CGTMSE, Mumbai. On receipt of bank guarantee towards security deposit the EMD of the empanelled agencies will be returned. The EMD of unsuccessful bidders shall also be returned at this stage without any interest. CGTMSE will have the right to invoke the security deposit without assigning any reasons if performance of the agency is not found upto the mark.
- III. CGTMSE reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity.

5. Payment Terms

- 5.1** The Payments to the agency will be made monthly on the basis of the mandays of the services provided by the agency.
- 5.2** Monthly bills shall be submitted in duplicate to the coordinating Officer specified in contract along with attendance sheets of the employees duly certified by the officer in charge of CGTMSE. The copy of service tax paid challan for the previous month/quarter, as the case may be, should be produced along with the bills for payment.
- 5.3** All payments to agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961 and other taxes if any as per Government of India rules.
- 5.4** The agency will submit Pre receipted bills in triplicate by the 5th day of next month.
 - I. The agency shall forward monthly bill to CGTMSE on receipt of attendance sheets of the employees duly certified by the officer in charge of CGTMSE.
 - II. Payment to agency will be made after submission of complete documents.
 - III. The agency shall submit necessary proof every month for having remitted statutory dues in respect of contract employees to concerned authorities.

6. General Terms & Conditions

6.1. General Conditions

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

6.2. Security

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

6.3. Indemnity

The Agency shall agree to indemnify and hold harmless CGTMSE, its affiliates, each of their officers, trustees / directors, employees from and against any claims, suits, actions, demands, judgments, injuries, expenses, liabilities, losses, damages and costs arising from or in connection with or resulting from breach of its obligations, representations or warranties hereunder and negligent or intentional acts of omissions. Liabilities caused by or resulting from the sole negligence of CGTMSE will not be included in this.

The indemnification and hold harmless provisions of this RfP shall survive expiration or termination of agreement for any claims that may be filed after expiration or termination date of agreements provided that the claims are based upon or arise out of actions that occurred during performance of the agreements.

The clause(s) in draft Agreement will be suitably changed / modified / inserted before execution of Agreement by CGTMSE and empanelled agency.

6.4. Providing Services / Support

- i. The agency will ensure that salaries are given to the deployed professionals in time i.e. latest by 7th working day of the month upon receipt of same from CGTMSE.
- ii. The agency personnel shall be used for providing services/support as specified by CGTMSE. In case any personnel of the Agency is found engaged in doing any work other than the above or found not useful for the project, the agency shall withdraw him/her from service and arrange for replacement within a reasonable period say 2 weeks. It is clarified here that in case such withdrawal takes place within 3 months from the date of original placement, no one time recruitment fee, if any, shall be paid by CGTMSE for the replacement provided.
- iii. The agency shall be responsible for any damage to equipments, property and third party liabilities caused by acts on its part or/ on part of its deployed manpower at CGTMSE's premises. All equipment shall be used only for the purpose of carrying out legitimate business of CGTMSE and shall not be put into any other use.
- iv. CGTMSE stands absolved for any liability on account of death or injury sustained by the concerned staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.
- v. The staff shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the users' problems. The agency shall verify the character antecedents before deploying any person at CGTMSE.
- vi. Any extra expenditure for getting the work done from other agencies /open market due to the failure of the agency to provide support within the scheduled time as mentioned in the order will be recovered from the agency through Security deposit or pending bills or other dues if any or by raising claims.
- vii. CGTMSE reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of CGTMSE will be final in this regard.
- viii. It shall be the responsibility of agency to provide selected manpower to join CGTMSE within two weeks of placing the work order by CGTMSE. A penalty of Rs. 500 per day per person will be charged for every day in delay in deployment of required resources. In case agency fails to provide the candidates for four weeks for CGTMSE, the contract to agency will be terminated and Security Deposit will be forfeited. Also work got done from alternate sources at the risk and cost of the defaulting Agency.
- ix. In case of manpower, the agency shall have to provide replacement for the deployed manpower within a weeks time if CGTMSE is not satisfied with his/her performance.
- x. Medical or any other allowances to the staff deployed will not be borne by CGTMSE. It will be the responsibility of the agency.
- xi. For the manpower deployed, the agency shall keep record with them, their present and permanent address, educational and technical qualification details, specimen signature, and two passport size photographs and furnish these details/information to CGTMSE, as and when required.
- xii. The agency shall issue appointment order / letter to the deployed manpower and issue valid I Card to each one of them.
- xiii. They shall wear the I cards on their person at their respective places of work.
- xiv. **Period of Contract:** The contract shall be valid for contracted period of 3 years from date of issue of work order which shall be extendable by another 1 year on mutually agreed terms.
- xv. **Quantity:** Estimated number of Manpower to be hired is listed in the **Annexure I**. However, it should be clearly noted that CGTMSE shall place the order only as per the actual requirement from time to time.

- xvi. **Duty Hours:** Normal duty hours as per CGTMSE Rules. However, in case of emergency, duty hours may vary as per direction of CGTMSE. For the work beyond duty hours or on holidays, the same would be suitably compensated.
- xvii. **Reporting Place:** As per the list (address) mentioned in **Annexure IV** or any other places as informed by CGTMSE.
- xviii. In the case of any accident/ injury/ death caused to the hired staff, all the claims arising out of it shall be met by the agency / contractor.
- xix. In case of frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.
- xx. The contractual staff must observe all the etiquette and protocol while performing the duty.
- xxi. The hired Manpower will be bound to carry out the instructions of CGTMSE.
- xxii. A daily record indicating time and signature for attendance of each Manpower will be maintained at CGTMSE offices.
- xxiii. Agency / contractor has to submit the biodata (affixed with photo and enclose all certificates for education and professional experience). If required, CGTMSE may verify originals documents.
- xxiv. Contractor is liable to provide additional manpower against demand from CGTMSE. Only quoted rate will be applicable in the cases of any additional manpower hired by CGTMSE for its use

6.5. Liability of the Agency

- I. The Agency is solely responsible and liable for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in CGTMSE. The CGTMSE shall have no liability in this regard. The Agency shall comply with all representations, grievances of the employees deployed by them at the CGTMSE.
- II. The CGTMSE shall remit the wages of the Manpower at actual to the Agency / contractor in consolidated amount on the basis of Bill raised by the agency / contractor. In case of any administrative delay in releasing the payment to the agency, agency shall make payment to its employee deployed at CGTMSE, in time.
- III. For all purposes the agency will be the “Employer” within the meaning of different labour legislations in respect of the personnel so employed and engaged by it. The persons deployed by the service provider in CGTMSE shall not have any claims whatsoever like employer and employee relationship against CGTMSE.
- IV. The service provider shall provide substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider (Agency).
- V. The agency shall be responsible for recruitment of personnel and the personnel engaged by it shall be under direct control / supervision of officer(s) of CGTMSE.
- VI. The agency shall not be permitted to transfer or assign its rights and obligations under the contract to any other organization or otherwise.
- VII. The service provider (Agency) shall not assign, transfer, pledge or sub-contract the performance of service without the prior written consent of CGTMSE.
- VIII. In case of any theft or loss of property due to negligence or carelessness of its personnel, agency will be fully responsible and it will have to make good the losses to CGTMSE, otherwise the same will be deducted from the security deposit or from the payments.

- IX. The service provider(agency) shall be contactable at all times and messages sent by e-mail / fax/ special messenger from CGTMSE to the service provider shall be acknowledged immediately on receipt on the same day.

6.6 Responsibility of the Agency

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

6.7 Duties of the Agency

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

6.8 Role of deployed Personnel

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

6.9 Rights of CGTMSE

- i. Decision of CGTMSE in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the Agency.
- ii. In case of any dispute between the Agency and CGTMSE, the CGTMSE shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Mumbai.
- iii. Estimated number of Personnel is subject to reasonable change at the discretion of the competent authority at CGTMSE.
- iv. CGTMSE's authority reserves the right to ask for replacement of a particular personnel employed by the agency if the services of the individual are found unsatisfactory. But in case such a request for replacement is made, the agency will ensure the compliance of the required formality.
- v. The CGTMSE has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month notice in advance to the agency in writing or by making equivalent payment thereof.

- vi. In case of any difference of opinion or dispute arising between the parties, regarding interpretation or implementation of any of the terms and conditions of the contract / agreement, then the same shall be referred to the CEO of the CGTMSE whose decision shall be final and binding upon both the parties. However, for all matters jurisdiction shall be at the local courts located at Mumbai.
- vii. CGTMSE shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the deployed personnel of the service providers with CGTMSE.
- viii. CGTMSE shall arrange to maintain the daily attendance record of the personnel deployed by it showing their arrival and departure time. The CGTMSE shall submit same to the agency an attested photocopy of the attendance record and the agency shall have to enclose the same with the monthly bill on or before 5th day of the following month.

6.10 Dealing of Offence/ Loss etc.,

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

6.11 Termination for Insolvency & default

6.11.1. Termination for Insolvency

CGTMSE may at any time terminate the work order / contract by giving written notice of One Month to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

6.11.2. Termination for default

- i) Default is said to have occurred:

If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by CGTMSE. If the agency fails to perform any other obligation(s) under the contract / work order.

- ii) If the agency, in the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from CGTMSE (or takes longer period in spite of what CGTMSE may authorize in writing), CGTMSE may terminate the contract / work order in whole or in part. In addition to above, CGTMSE may at its discretion transfer upon such terms and in such manner, as it deems appropriate, work order for similar support service to other agency and the defaulting agency shall be liable to compensate CGTMSE for any extra expenditure involved towards support service to complete the scope of work totally.

6.12 Force Majeure

- i) Force majeure clause shall mean and be limited to the following in the execution of the contract placed by CGTMSE:
- a. War / hostilities.
 - b. Riot or Civil commotion.
 - c. Earthquake, flood, tempest, lightning or other natural physical disaster.
 - d. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency
- ii) The agency shall advise CGTMSE in writing, duly certified by the appropriate authority to the satisfaction of CGTMSE, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, CGTMSE reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

6.13 Arbitration

CGTMSE and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitration, one to be appointed by each party and the third arbitrator appointed by CGTMSE. The award of the arbitration shall be final and binding on both the parties. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in Mumbai and the official of CGTMSE shall be the sole-Arbitrator.

Annexure I

Off Roll Manpower Requirement and their qualification.

Sr. No.	Designation/Rank	Number* (Estimated)	Educational/Technical Qualification(s)	Nature of duties and responsibilities
1	Associates	9	Post Graduate/Professionals with 1 to 2 years experience having knowledge of computer with drafting (English) and communication skills.	Front office work, processing of applications, claims, maintenance of daily funds position and relevant accounting jobs, client servicing etc..
2	Information Technology Associate	2	MCA or B.Tech. Should have good exposure to SQL/PLSQL and should know Java. 1 to 2 years experience preferred.	Data mining, bug fixing and other IT related work.
3	Accounts Executive	3	B.Com with minimum 5 years of experience or M.Com with minimum 3 years experience in finalisation of accounts or Inter CA. Should have computer knowledge, preferably in tally software.	Shall be responsible for day to day operations of accounts dept., finalisation of accounts, resource management, tax related matters etc.
4	Secretarial Associate	2	Graduate with excellent communication and drafting skills. Should have basic computer knowledge particularly in Excel.	Shall handle Secretarial work besides other administrative / operational work.
5	Data Management Assistants	10	Graduate with basic computer knowledge. 1 to 2 years experience preferred.	Back office work, maintaining records of correspondence and its disposal, data entry etc.
6	Office Assistants	5	Minimum 10 th passed with atleast 4 years experience in maintaining office records and other misc. office jobs.	Maintenance of office records and other misc. office jobs.
7	Office Boy	5	3 to 4 years of experience in support services.	Support services to staff.

*The actual number of persons would depend on suitability of the candidate, overall CTC quoted and actual requirement of CGTMSE.

Annexure- II

**THE FORMAT FOR TECHNICAL BID
[HIRING OF OFF-ROLL EMPLOYEES]**

FROM :

Name and address of the bidder

TO :

The General Manager,
Credit Guarantee Fund Trust for Micro & Small Enterprises (CGTMSE)
MSME Development Centre, Plot No.C-11, 'G' Block,
Bandra Kurla Complex, Bandra (East), Mumbai-400051.

Sl. No.	Particulars	Details to be filled in by the Agency
(1)	Name of the Agency / Contact Person	
(2)	Regd. Office/ Business address of the Agency / Tel. No.	
(3)	Date of Incorporation / Constitution	
(4)	PAN No. of the Agency [Attach copy of PAN card]	
(5)	Service Tax Registration No.	
(6)	Whether registered with Registrar of Firm / Companies? [Enclose Partnership Deed / Registration certificate with Registrar of Companies]	
(7)	Whether the agency has 5 years experience in providing maintenance services to reputed organizations like all India Financial Institutions, Public Sector Banks / undertakings and large corporates ? (Attach copy of Work Orders)	
(8)	Whether the agency is in existence for the last five years.	
(9)	Whether registered with Central and Excise Department for Service Tax? (Attach copy of registration)	
(10)	Whether the agency has achieved annual sales turnover of Rs. 5 crore in any of the last three years i.e.FY 2010/ FY 2011/ FY 2012. (Attach copy of P & L A/c of last three financial years)	
(11)	Whether the agency is an Income Tax Assesses	

	having filed Income Tax returns for the Assessment Years 2011, 2012 and 2013. (Attach copy of Income Tax Returns for all the three assessment Years). In case the agency is exempted from paying income tax, the exemption certificate received from IT Department may be enclosed.	
12	Whether the payment of wages to the employees of agency is made through cheque accompanied by proper money receipt	
13	Whether the agency has submitted an undertaking (as per prescribed format) that it has complied with all the provisions of applicable laws with respect to Minimum Wages Act, ESI and EPF Acts.	

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

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

Date

Signature
Name and seal of the
Company / firm.

(The format shall be sent in a separate sealed cover superscribing : "Technical Bid for providing Off-roll personnel to CGTMSE")

Annexure III

(Part I)

FINANCIAL BID FORM

The General Manager
Credit Guarantee Fund Trust for Micro and Small Enterprises,
MSME Development Centre, Plot No.C-11, 'G' Block,
Bandra Kurla Complex, Bandra (East), Mumbai- 400 051.
Tel (O): 022-26541807 / 61437807 Fax : 022-26541821
Email : snsadhwani@cgtmse.in. Website: www.cgtmse.in

Dear Sir,

1. I/we, undersigned, offer to provide manpower in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. I/We undertake, to enter into an agreement within 7 days of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will submit demand draft/ the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 30 days from the date submission of bid and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with our written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of 2013.

Signature ofIn capacity of..... Duly

authorized to sign the bid for and on behalf of

Witness

Address

Signature

Signature of Tenderer

(The rates will be offered in separate sealed cover superscribing "Financial Bid for Hiring of off-roll personnel")

Annexure III

(Part II)

Commercial Bid Form

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

Dear Sir,

We offer the rates for additional off-roll employees as under :

Sr. No	Designation	Service charge per month per person	One time Recruitment Fee (if applicable) (per person) [Subject to maximum of Rs. 5000/- per person]	Absorption charge, if any.
			(4)	(5)
(1)	(2)	(3)		
1	Associates	To be quoted as % of CTC irrespective of designation and CTC. [Please note that CTC shall be fixed by CGTMSE and advised to successful bidder]	Single fixed fee (per person) to be quoted irrespective of designation and CTC.	Single fixed fee (per person) to be quoted irrespective of designation and CTC.
2	Information Technology Associates			
3	Accounts Executive			
4	Secretarial Associate			
5	Data Management Assistants			
6	Office Assistants			
7	Office Boy			
TOTAL :				

CTC, for the purpose of calculating % of service charges as mentioned at column (3) above, shall include basic salary, HRA, Special Allowance, Conveyance, PF, ESIC, Leave Salary etc. but should exclude service tax and agency's administrative and any other charges as indicated above.

Note :

(i) The above rates are exclusive of applicable taxes which would be paid at actual. Any request for change of rates during the tenure of the contract would not be entertained by CGTMSE.

(ii) We are aware that all the payments shall be subject to TDS, as applicable, at the time of payment.

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

Date :

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

(The rates will be offered in separate sealed cover superscribing "Financial Bid for Hiring of off-roll personnel")

Annexure IV

Location

Credit Guarantee Fund Trust for Micro & Small Enterprises (CGTMSE)
MSME Development Centre, Plot No.C-11, 'G' Block,
Bandra Kurla Complex, Bandra (East), Mumbai-400051.

Working hours : 0945 hrs. to 17.45 hrs. (Monday to Friday)

Annexure-V

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To,

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

**Sub: Authorization for attending bid opening on _____
of _____**

Dear Sir,

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

Name _____ Signature _____

Alternate representative :

Name _____ Signature _____

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

Note :

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

Annexure VI

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

This agreement entered on the _____ Day of _____ 2013 at Mumbai

Between

CREDIT GUARANTEE FUND TRUST FOR MICRO AND SMALL ENTREPRISES (CGTMSE), a Trust set up by Ministry of MSME, Government of India and Small Industries Development Bank of India and having its Head office at MSME Development Centre, Plot No. C-11, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 hereinafter referred as CGTMSE which expression shall unless it be repugnant to subject or context thereof, include its success and assign represented herein by Shri _____

AND

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

WHEREAS,

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

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. SCOPE OF SERVICE

- 1.1 CGTMSE is in the business of providing guarantees for the collateral/third party guarantee free loans extended by Member Lending Institutions to Micro and Small Enterprises upto Rs. 100 lakh. CGTMSE has felt a need of hiring outsourced staff for carrying out its day to day operations. This outsourced staff (hereinafter called off roll staff) is to be used for carrying out front and back office operations of CGTMSE. [*] will supply manpower to CGTMSE, based on specification spelt out by CGTMSE from time to time and agreed to by [*], in numbers required by it.
- 1.2 Personnel taken on the rolls of [*] under this contract will be those who have cleared [*] selection process and have been considered suitable for the assignment by CGTMSE. All personnel so supplied/deputed to CGTMSE under this agreement would be those who have a valid contract of employment with [*]. Such personnel shall not be below the age of 21 years.
- 1.3 In performing the contract, [*] shall at all times act as an independent service provider. The contract does not in anyway create relationship of principal and an agent between CGTMSE and [*]. [*] shall not act or attempt or represent itself as an agent of CGTMSE.
- 1.4 The contract does not in any way create a master and servant relationship between outsourced employees of [*] and CGTMSE. Under no circumstances, [*] outsourced personnel shall be considered as employees of CGTMSE nor shall such relationship be considered to exist.

- 1.5 The personnel will be considered on contractual deputation for a period of 3 years from the effective date of reporting to CGTMSE and can be extended by the consent of all parties concerned.
- 1.6 This contract will be valid for a period of 3 years from the date of signing of this agreement which shall be extendable by another 1 year on mutually agreed terms. However, CGTMSE has the right to review the contract at regular intervals, at its discretion, and based on the review, CGTMSE shall have the right to reduce the term, suspend or cancel the contract at its sole and absolute discretion, without assigning any reasons thereof. Any amendment to the provisions of this agreement may be effected by exchange of letters between the parties hereto, on mutually agreed terms and the same shall form part of this agreement.

2. PLACE OF DEPUTATION

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

3. FACILITATION

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

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

4. SERVICE FEES

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

5. STATUTORY COMPLIANCE

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

6. OPERATING GUIDELINES

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

7. General Terms & Conditions

7.1. General Conditions

- i) The selected agency shall not, without CGTMSE's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of CGTMSE in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

ii) The selected agency shall not outsource the work to any other associate/franchisee/third party without prior approval of CGTMSE.

iii) CGTMSE may, by written notice sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for CGTMSE's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. CGTMSE reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.

iv) In the event of the agency's business or the concerned division of the agency is taken over / bought over by another business entity, all the obligations under the agreement with CGTMSE, should be passed on for compliance by the new business entity/new division in the negotiation for their transfer.

7.2. Security

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

7.3. Indemnity

The Agency shall agree to indemnify and hold harmless CGTMSE, its affiliates, each of their officers, trustees / directors, employees from and against any claims, suits, actions, demands, judgments, injuries, expenses, liabilities, losses, damages and costs arising from or in connection with or resulting from breach of its obligations, representations or warranties hereunder and negligent or intentional acts of omissions. Liabilities caused by or resulting from the sole negligence of CGTMSE will not be included in this.

The indemnification and hold harmless provisions of this RfP shall survive expiration or termination of agreement for any claims that may be filed after expiration or termination date of agreements provided that the claims are based upon or arise out of actions that occurred during performance of the agreements.

7.4. Providing Services / Support

- i. The agency will ensure that salaries are given to the deployed professionals in time i.e. latest by 7th working day of the month upon receipt of same from CGTMSE.
- ii. The agency personnel shall be used for providing services/support as specified by CGTMSE. In case any personnel of the Agency is found engaged in doing any work other than the above or found not useful for the project, the agency shall withdraw him/her from service and arrange for replacement immediately at their own cost.
- iii. The agency shall be responsible for any damage to equipments, property and third party liabilities caused by acts on its part of/ on part of its deployed manpower at CGTMSE's premises. All equipment shall be used only for the purpose of carrying out legitimate business of CGTMSE and shall not be put into any other use.
- iv. CGTMSE stands absolved for any liability on account of death or injury sustained by the concerned staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

- v. The staff shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the users' problems. The agency shall verify the character antecedents before deploying any person at CGTMSE.
- vi. Any extra expenditure for getting the work done from other agencies /open market due to the failure of the agency to provide support within the scheduled time as mentioned in the order will be recovered from the agency through Security deposit or pending bills or other dues if any or by raising claims.
- vii. CGTMSE reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of CGTMSE will be final in this regard.
- viii. It shall be the responsibility of agency to provide selected manpower to join CGTMSE within two weeks of placing the work order by CGTMSE. A penalty of Rs. 500 per day per person will be charged for every day in delay in deployment of required resources. In case agency fails to provide the candidates for four weeks for CGTMSE, the contract to agency will be terminated and Security Deposit will be forfeited. Also work got done from alternate sources at the risk and cost of the defaulting Agency.
- ix. In case of manpower, the agency shall have to provide replacement for the deployed manpower within a weeks time if CGTMSE is not satisfied with his/her performance.
- x. Medical or any other allowances to the staff deployed will not be borne by CGTMSE. It will be the responsibility of the agency.
- xi. For the manpower deployed, the agency shall keep record with them, their present and permanent address, educational and technical qualification details, specimen signature, and two passport size photographs and furnish these details/information to CGTMSE, as and when required.
- xii. The agency shall issue appointment order / letter to the deployed manpower and issue valid I Card to each one of them.
- xiii. They shall wear the I cards on their person at their respective places of work.
- xiv. **Period of Contract:** The contract shall be valid for contracted period of three years from date of issue of work order which shall be extendable by another one year on mutually agreed terms.
- xv. **Quantity:** Estimated number of Manpower to be hired is listed in the **Annexure I**. However, it should be clearly noted that CGTMSE shall place the order only as per the actual requirement from time to time.
- xvi. **Duty Hours:** Normal duty hours as per CGTMSE Rules. However, in case of emergency, duty hours may vary as per direction of CGTMSE. For the work beyond duty hours or on holidays, the same would be suitably completed.
- xvii. **Reporting Place:** As per the list (address) mentioned in **Annexure IV** or any other places as informed by CGTMSE.
- xviii. In the case of any accident/ injury/ death caused to the hired staff, all the claims arising out of it shall be met by the agency / contractor.
- xix. In case of frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.
- xx. The contractual staff must observe all the etiquette and protocol while performing the duty.
- xxi. The hired Manpower will be bound to carry out the instructions of CGTMSE.
- xxii. A daily record indicating time and signature for attendance of each Manpower will be maintained at CGTMSE offices.

- xxiii. Agency / contractor has to submit the biodata (affixed with photo and enclose all certificates for education and professional experience). If required, CGTMSE may verify originals documents.
- xxiv. Contractor is liable to provide additional manpower against demand from this office. Only quoted rate will be applicable in the cases of any additional manpower hired by this office for its use.

7.5. Liability of the Agency

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

7.6 Responsibility of the Agency

- i. The Agency is fully responsible for timely claiming and disbursing monthly payment of wages to the personnel deployed by them in the "CGTMSE".
- ii. The Agency is solely responsible for any accident/medical/health related liability for the personnel deployed by it at CGTMSE. The CGTMSE shall have no liability in this regard. The Service Provider (agency) shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed.
- iii. The agency shall deploy staff as per education, qualification and experience given in the tender notice / as informed by CGTMSE. The Agency shall provide necessary undertaking and documentary evidence in this regard.

- iv. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the CGTMSE at Agency's own cost.
- v. The agency shall be bound by the details and documents as furnished by it to CGTMSE while submitting the tender or at any other time. In case any of the details of such documents furnished by it, are found to be false at any stage, this would be deemed to be a breach of the terms of contract making it liable for action.
- vi. The Agency also agrees to comply with Annexed Terms and Conditions and Agreement shall be final and binding on the Agency.

7.7. Duties of the Agency

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

7.8 Role of deployed Personnel

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

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

7.9 Rights of CGTMSE

- i. Decision of CGTMSE in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the Agency.
- ii. In case of any dispute between the Agency and CGTMSE, the CGTMSE shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Mumbai.
- iii. Estimated number of Personnel is subject to reasonable change at the discretion of the competent authority at CGTMSE.
- iv. CGTMSE's authority reserves the right to ask for replacement of a particular personnel employed by the agency if the services of the individual are found unsatisfactory. But in case such a request for replacement is made, the agency will ensure the compliance of the required formality.
- v. The CGTMSE has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month notice in advance to the agency in writing or by making equivalent payment thereof.
- vi. In case of any difference of opinion or dispute arising between the parties, regarding interpretation or implementation of any of the terms and conditions of the contract / agreement, then the same shall be referred to the CEO of the CGTMSE whose decision shall be final and binding upon both the parties. However, for all matters jurisdiction shall be at the local courts located at Mumbai.
- vii. CGTMSE shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the deployed personnel of the service providers with CGTMSE.
- viii. CGTMSE shall arrange to maintain the daily attendance record of the personnel deployed by it showing their arrival and departure time. The CGTMSE shall submit same to the agency an attested photocopy of the attendance record and the agency shall have to enclose the same with the monthly bill on or before 5th day of the following month.

7.10 Dealing of Offence/ Loss etc

- I. In case of any theft or pilferages, loss or other offences in the nature of fraud or otherwise, committed by the personnel employed by the agency, the agency will investigate and submit a report to the CGTMSE and maintain liaison with the police. FIR will be lodged by the CGTMSE wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed.
- II. In case of any loss that might be caused to the CGTMSE due to lapse on the part of the personnel discharging duties & responsibilities, the same will be borne by the Agency and in this connection, the CGTMSE shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the CGTMSE

besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the CGTMSE shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

- III. In case, the personnel deployed by the agency are found absent from duty any time or sleeping or found engaged in irregular activities, the CGTMSE shall deduct the requisite amount at the prorata (per day basis) from the bill of the agency besides imposition of penalty for non observance of the terms of contract.
- IV. In case of breach of any of the terms of agreement, the performance security deposit of the agency shall be liable to be forfeited by the CGTMSE. In addition, the contract/Agreement will also be liable to be terminated. Any sum of money due or payable to the CGTMSE including the security deposit refundable to agency under the contract can be appropriated by the CGTMSE against any amount which the agency may owe to the CGTMSE.

7.11 Termination for Insolvency & default

7.11.1. Termination for Insolvency

CGTMSE may at any time terminate the work order / contract by giving written notice of One Month to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

7.11.2. Termination for default

- i) Default is said to have occurred if the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by CGTMSE. If the agency fails to perform any other obligation(s) under the contract / work order.
- ii) If the agency, in the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from CGTMSE (or takes longer period in spite of what CGTMSE may authorize in writing), CGTMSE may terminate the contract / work order in whole or in part. In addition to above, CGTMSE may at its discretion transfer upon such terms and in such manner, as it deems appropriate, work order for similar support service to other agency and the defaulting agency shall be liable to compensate CGTMSE for any extra expenditure involved towards support service to complete the scope of work totally.

7.12 Force Majeure

i) Force majeure clause shall mean and be limited to the following in the execution of the contract placed by CGTMSE:

- a. War / hostilities.
 - b. Riot or Civil commotion.
 - c. Earthquake, flood, tempest, lightning or other natural physical disaster.
 - d. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency
- ii) The agency shall advise CGTMSE in writing, duly certified by the appropriate authority to the satisfaction of CGTMSE, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay

lasting for more than one month, if arising out of clauses of force majeure, CGTMSE reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

7.13 Arbitration

CGTMSE and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitration, one to be appointed by each party and the third arbitrator appointed by CGTMSE. The award of the arbitration shall be final and binding on both the parties. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in Mumbai.

8. CONFIDENTIALITY

[*] shall not disclose any confidential information pertaining to CGTMSE to anyone outside CGTMSE and use such information only in connection with the service provided to CGTMSE.

9. OTHERS

The off roll staff shall abide by the working hours decided mutually between [*] and CGTMSE.

10. TERMINATION

Either party can terminate this contract by giving a clear notice of 90 days in writing to the other party. In this event, the advances of [*] days made to [*] shall be adjusted against any other claims/ payments that are made by CGTMSE on the Invoices raised by [*]. Balance will be paid back by [*] to CGTMSE. Any other payment if any on account of cessation of services of whatever nature shall be paid by CGTMSE.

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

11. SERVICE OF NOTICES

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

12. JURISDICTION

The courts at Mumbai will have exclusive jurisdiction over the disputes arising between the CGTMSE and [*]. The applicable Law will be the Laws of India.

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

For CGTMSE

Signature and Seal

For [*]

Signature and Seal

Appendix I TO THE CONTRACT BETWEEN [*] AND CGTMSE FOR THE OFFERING OF PERSONNEL ON CONTRACT BY [*]

Obligations of parties to the contract :

CGTMSE :

a. Recruitment

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

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

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

b. Placement

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

c. Payroll

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

d. Disciplinary action

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

e. Withdrawal of an off roll staff

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

f. Safety and Health

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

[*] Agency's name :

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

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

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

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

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

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

For CGTMSE

Signature and Seal

For [*].

Signature and Seal

Remuneration for the Service rendered by [*]

[*] will work with CGTMSE for a Service fee _____ % of Cost to Company.

*Service tax as applicable shall be payable based on payroll administered/ invoice raised

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

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

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

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

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

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

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

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

For CGTMSE

Signature and Seal

For [*]

Signature and Seal

Annexure VII

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

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

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal (RFP) No. Dated2013 to supply (description of Products and Services) (herein after called the 'the RFP') to you.

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

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

We _____ **Bank** further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the buyer in writing.

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

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

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

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

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

This guarantee is valid until the day of2013 and a claim in writing is required to be presented to us within three months from i.e. on or before _____all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....
 Date.....
 Address
