



**Micro Units Development & Refinance Agency Limited**

## Request for Empanelment of Manpower Supply Agency

MICRO UNITS DEVELOPMENT AND REFINANCE AGENCY LTD, [MUDRA]  
Corporate Office: First Floor, MSME Development Centre, C-11, 'G' Block,  
Bandra-Kurla Complex, Bandra (E),  
Mumbai - 400 051.

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**Important Information / महत्वपूर्ण सूचना**(RfE No: 4233 dated September 18, 2018)

1.	Name of the Company	Micro Units Development & Refinance Agency Ltd
2.	Address for Communication Website address of MUDRA	Shri R B Rahate, Deputy General Manager, MUDRA, First Floor, MSME Development Centre, C-11, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051 Mail : ceo@mudra.org.in , rahate@mudra.org.in Tel : (022) 67221465 , 67531317

	Activity	Date, Time & Place
3	Date of Issuance of RfE	September 18 , 2018
4	Last Date for submission of proposals	October 09, 2018
5	Opening of Proposals	To be intimated later
6	Discussion / Presentation of eligible respondents with the selection committee	Will be informed to the eligible respondents in due course.
7	Independent External Monitor (IEM) appointed by the CVC	Shri. Ashok Sinha, (IAS retd.) 13 Yayati, Sect-58A, Nerul (West), Palm Beach Road, Navi-Mumbai 400706 Mob : 9821844044 e-mail : asinha51@gmail.com

**Note:**

1. MUDRA reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the MUDRA's website
2. This proposal document is not transferable.
3. If a holiday is declared on the dates mentioned above, the proposals shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

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## 1. Term of RfE

- 1.1. This Request for Empanelment (RfE) document has been prepared solely to empanel a Manpower Supply Agency (hereafter referred to as “Agency” for providing requisite manpower on contract basis (off-roll) for different level positions which will support the Company. The RfE document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the MUDRA and any successful Respondent as identified by the MUDRA after completion of the selection process as detailed in Section 6 of this document.
- 1.2. MUDRA will release the EOI/TOR/ Request for Proposal (RfP) to the empanelled respondents only for specific scope of work as and when required as outlined in the RfE document.
- 1.3. While this document has been prepared in good faith, neither the MUDRA nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
- 1.4. This document is meant to provide information only and upon the express understanding that the recipients / respondents will use it only for the purpose set out herein.
- 1.5. The Agency / respondents shall bear all costs associated with the preparation and submission of the proposal including but not limited to additional information required by the MUDRA attendance of meeting etc and MUDRA will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 1.6. The Agency / respondents must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfE document and the meaning and impact to that information.
- 1.7. This document constitutes no form of commitment on the part of the MUDRA. Each Agency / respondent acknowledges and accepts that the MUDRA may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organisations, not limited to those selection criteria set out in this RfE document. The issuance of RfE document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as material for any investigation or review to be carried out by the Agency / respondents. The Agency / respondents unconditionally acknowledge by submitting its

response to this RfE document that they have not relied on any idea, information, statement, representation or warrant given in this RfE document

- 1.8. MUDRA reserves the right to reject any or all the proposals without assigning any reasons thereof without thereby incurring any liability to the Agencies / respondents or any obligation to inform the affected Agencies / respondents on the grounds for the MUDRA's action or without assigning any reasons, whatsoever. The decision of MUDRA shall be final, conclusive and binding on all the Respondents/parties directly or indirectly connected with the proposed process and the same shall not be questioned / challenged
- 1.9. The MUDRA may be notified of any omission / discrepancy in the RfE before the closure of proposal. If required, the MUDRA may thereafter modify the RfE. The modified RfE would be hosted on the MUDRA's website.
- 1.10. MUDRA also reserves the sole right for carrying out any amendments/ modifications / changes including any addendum to this RfE. Such amendments / modifications / changes including any addendum to this RfE shall be notified on the Bank's website [www.mudra.org.in](http://www.mudra.org.in) and these will be binding on the respondents.
- 1.11. MUDRA reserves the sole right to cancel the RfE at any stage without assigning any reason.
- 1.12. Before submitting the Proposal, the Agency/ respondents are requested to carefully examine the Proposal Documents, Terms & Conditions of RfE, Specifications and if there is or appears to be any ambiguity therein, they should immediately refer the matter to MUDRA, for clarification.
- 1.13. Any Proposals received by MUDRA after the deadline for submission of proposal prescribed by MUDRA will be summarily rejected and returned unopened to the Agency/ Respondents. MUDRA shall not be responsible for any delay or non-receipt/ non-delivery of the documents.
- 1.14. From the time the proposals are opened to the time of appointment, respondents should not contact the MUDRA or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the proposals.
- 1.15. All submissions, including any accompanying documents, will become the property of the MUDRA. The respondent shall be deemed to have licensed, and granted all rights to the MUDRA to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other respondents and to disclose and/or use the

contents of the submission as the basis for any resulting RfE process, notwithstanding any copyright or other intellectual property right of the recipient / respondent in the submission or accompanying documents.

- 1.16. Communication on the RfE:** Recipients are required to direct all communications for any clarification related to this RfE, to the RfE Coordinator mentioned below:

Shri R B Rahate, Deputy General Manager,  
MUDRA,

First Floor, MSME Development Centre,  
C-11, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai –  
400051

Mail : ceo@mudra.org.in , rahate@mudra.org.in

Tel : (022) 67221465 , 67531317

All queries relating to the RfE, technical or otherwise, must be by email only and will be entertained by the MUDRA only in respect of the queries received upto the date and time specified in the section 'Important Information for RfE'. The MUDRA will respond to all the queries in the pre proposal meeting.

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

- 1.17. RfE Validity period:** RfE responses will remain valid and open for evaluation according to their terms for a period of at least 90 days from the RfE opening date. In exceptional circumstances, the MUDRA may solicit the Respondent's consent to an extension period of validity without any modification in proposals.

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## 2. Background on MUDRA

Micro Units Development & Refinance Agency Ltd [MUDRA] was launched by the Hon'ble Prime Minister on April 08, 2015 .

The Agency is responsible for developing and refinancing all Micro-enterprises sector by supporting the finance Institutions which are in the business of lending of Loans upto Rs. 10 lakh to micro / small business entities engaged in manufacturing, trading and service activities. MUDRA would partner with Banks, MFIs and other lending institutions at state level / regional level to provide micro finance support to the micro enterprise sector in the country.

MUDRA has been formed with primary objective of developing the micro enterprise sector in the country by extending various support including financial support in the form of refinance, so as to achieve the goal of "funding the unfunded".

\* \* \*

### 3. Scope of Empanelment

#### 3.1. Introduction

The empaneled Agency would be providing their services to MUDRA for a period of 3 years from the date of empanelment as detailed below:

#### **Provide manpower for 'Off-rolls' (Contract) positions at different Grades**

1. The Agency will source and deploy manpower to MUDRA on contract basis to carry out the work / roles assigned from time to time.
2. The contracted staff should be on the rolls of the Agency and be deployed at MUDRA on contract.
3. The payment of contract charges in respect of the contracted staff will be made directly to the Agency by MUDRA and it is the sole responsibility of the Agency by MUDRA to effect payment to contract staff.

#### Other Conditions

- The Agency should ensure that the staff deployed by them at MUDRA have the necessary qualifications and experience to perform the required tasks/ roles. MUDRA will interview and assess all such candidates of if required before accepting them as contract staff.
- Candidates deployed at MUDRA will not have any right to claim employment in MUDRA at any time. The Agency will need to get a written undertaking from selected candidates in this respect and submit the same to MUDRA.
- The Agency should ensure that the candidates are medically fit and certificate of their medical fitness is to be provided, whenever called for.
- The Agency should ensure that the candidates identified should not have any police record / criminal record against them.
- The Agency should ensure the integrity of the contract



person engaged and that the person should not disclose MUDRA's confidential information to anyone outside and use such information only in connection with the service provided to the MUDRA.

- The Agency will be liable to ensure continuance of the manpower hired for the said work for effective execution of the work. For exceptional cases where attrition of any person engaged by the Agency is inevitable, the Agency must stipulate an appropriate clause in the contract agreement for the notice period of one month and provide equivalent and suitable replacement well within this period, so as to ensure proper handover, training and handholding to the newly appointed successor. The Agency would be required to ensure that the person replacing the outgoing staff matches the skill sets desirable for that particular category and that he / she is appropriately trained for undertaking the task being carried out, before he/she is put to the task. Replacement, if any, should invariably be done with the concurrence of MUDRA.
- MUDRA will have the sole discretion for seeking replacement of any of the hired manpower by serving one month's notice, if their performance is not found satisfactory.
- MUDRA may at its sole discretion decide whether to renew the contract for further period or not, based on the overall performance of the manpower provided by the Agency and the performance of the Agency.

The MUDRA seeks proposals from reputed competent Manpower Supply agencies to enable MUDRA to empanel one or more such consultants, based upon review and evaluation of proposals offered in response to this RfE

### **3.2. Process for Empanelment of Respondents**

This enquiry is in the nature of Request for Empanelment (RfE) intended to result in the selection of a panel of Agencies. The responses received pursuant to this RfE will be evaluated as per the criteria specified in this document and the qualified Agencies will be placed on the panel of MUDRA. Adequate number of empaneled Agencies will be invited, as and when projects arise in MUDRA, to submit their Proposals based on detailed EOI/Terms of Reference (TOR) / RFP on a project-to-project basis. **The Agencies, to work with the MUDRA on a specific project, will be selected after an evaluation of the techno-commercial or Commercial**

proposals received pursuant to such an EOI/TOR/RFP for specific assignments.

The nature, quantum and Scope of work for specific projects will evolve depending upon the requirements of the MUDRA or its associates/subsidiaries. Under these circumstances, the panel to be selected in pursuance of this RfE would be utilized for a period of 3 years from the date of formation of the Panel.

### **3.3. Scope of Work for Agency(s)**

The empanelled Agency, whenever assigned a particular work needs to study the requirement and nature of responsibility as per information provided by MUDRA and accordingly select appropriate candidates for that role.

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## 4. Process of Selection

- This invitation to respond to the RfE is open only to reputed and well established registered companies/ firms having their Head Office in Mumbai.
- Respondent has to satisfy the following Pre-qualification criteria to apply for empanelment. Agencies and companies satisfying the following criteria are eligible to submit Proposal for RfE as per **Annexure I**.
- A list of the qualifying requirements and the supportive documents that need to be submitted are given in table below. Along with these documents, the respondents must also submit "Undertaking" as per **Annexure II**.

Sr No	Details	Supporting Documents to be submitted
1	The Respondent should have been in existence since September 01, 2015 or earlier with the ability to service clients in in Mumbai Metropolitan Region. The Respondent should be a Government Organisation/ Public Sector Unit/ Public Limited Company / Private Limited Company/ Limited Liability Partnership Firm/ Partnership Firm / MNC. It should be registered or incorporated in India. It should not be an Individual / Proprietary Firm / HUF etc. ^	Certificate of Incorporation / Constitutional Documents
2	The Respondent must have experience in providing Manpower Agency services to at least any two of following viz : Indian Public Sector Banks / Private Sector Banks/ Foreign Banks / All India Financial Institutions / NBFCs involving at least 50 employees spread across the Mumbai in last 3 years.	Relevant details of the engagement for past 3 years with client certificates. ( <b>Annexure III</b> )
3	The Agency should have a work force of at least 100 people to offer on need basis (shall enclose a certified copy of License of minimum 100 workers / staff from Labour Commissioner to employ Contract Labour under Contract Labour Act).	Undertaking and Certificate from Labour Department.
4	The Agency should be an Income Tax Assesse having filed I.T. Returns for the last three Financial Years. Income tax Pan Card certified copy should be attached.	ITR copy of last three years with copy of PAN Card.

5	<p>The Agency should be registered with Central and Excise Department for Service Tax/GST purposes. The Service Tax/ GST Registration Certificate should be in the name of the Agency.</p>	<p>Copy of GST Registration Certificate.</p>
6	<p>The Respondent should have average positive profit after tax in the last three consecutive financial years (2014-15, 2015-16, 2016-17 &amp; 2017-18). The profitability at Profit Before Tax levels would be considered for evaluation</p>	<p>Certified copies of audited Balance sheet and Profit &amp; Loss account OR Certificate from auditor certifying the average positive Profit after Tax for the last three consecutive years.</p>
7	<p>The Respondent should not be owned or controlled by any Director or Employee of MUDRA (or their Relatives)</p> <p>A person shall be deemed to be relative of another if and only if, : they are members of a Hindu Undivided Family; or they are husband and wife; or the one is related to the other in any manner indicated below :</p> <p>i) Father</p> <p>ii) Mother (including step-mother)</p> <p>iii) Son (including step-son)</p> <p>iv) Son's wife</p> <p>v) Daughter (including step-daughter)</p> <p>vi) Daughter's husband</p> <p>vii) Brother (including step-brother)</p> <p>viii) Brother's wife</p> <p>ix) Sister (including step-sister)</p> <p>x) Sister's husband</p>	<p>Self-Declaration by the Respondent on Company's letter head (Annexure V)</p>
8	<p>The Respondent should not have been penalised or found guilty in any court of</p>	<p>Self- Certification by the Respondent on Company's</p>

	law and the Agency shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation since April 2015 to till the date of submission of the Proposal, that may have impact or compromise the delivery of services required.	letter head to be provided. However, MUDRA would have the right to independently verify the same. (Annexure VI)
9	<p>The company / firm has not defaulted to a) any Bank within the jurisdiction of India</p> <p>b) The Agency should never have defaulted on any of the statutory requirements related to such business, including PF / ESI etc.</p>	<p>a) CIBIL report of the company / firm</p> <p>b) An undertaking to this effect to be submitted.</p>

^ (a) Government-owned and semi-government enterprises may participate, only if they are legally and financially autonomous and operate under commercial law in the Country.

(b) The parent company of any subsidiary company, which is seeking qualification on the financial strength of its parent, would have to give a written undertaking that it would bear all financial or contractual liabilities of the subsidiary with regards to this enquiry.

(c) The parent company of any subsidiary company, which is seeking qualification on the technical strength of its parent, would have to give a written undertaking that its technical capabilities/ resources would be available to the subsidiary company as and when required by the MUDRA.

- All responses shall be evaluated to validate compliance of the respondents according to the eligibility criteria as mentioned above as per format and supporting documents mentioned against each clause.

**Note:**

- Cut-off date for the eligibility criteria mentioned at clause 4.1 to be taken as September 01, 2018 unless otherwise specified.
- Documentary evidence must be submitted for each criterion.
- Public Sector Banks include Reserve Bank of India.
- Banks include only scheduled commercial Banks (included in the **Second Schedule** of Reserve Bank of India Act, 1934)
- Scheduled commercial banks / Public Sector Banks exclude RRBs and Cooperative Banks.
- Banks refer to Banks in India only.
- Completion Letter/ Reference Letter (Format given in Annexure III) from relevant Senior Executive of the client to be attached for each engagement reference mentioned

Apart from the above minimum criteria, the respondent is also required to give the following information:

Sr No	Document Required
i)	Ownership and nature of entity (public, partnership, subsidiary, etc.) details
ii)	Income Tax returns for past three years.
iii)	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to sign on behalf of the respondent.
iv)	Proof of address of Registered office.
v)	Service Tax Registration Certificate / GST Registration Certificate

- ✓ MUDRA reserves the right to ask for additional / alternate documents from the respondent.
- ✓ Non - submission of any of the specified documents by the respondent would result in rejection of the proposal.

#### 4.1. Disqualification:

- a) The MUDRA may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Respondent, if the Respondent has:
  - b) Submitted the Proposal documents after the response deadline;
  - c) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
  - d) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding 3 years;
  - e) Submitted a proposal that is not accompanied by required documentation or is non-responsive;
  - f) Failed to provide clarifications related thereto, when sought;
  - g) Submitted more than one Proposal;
  - h) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted;
  - i) Submitted a proposal with price adjustment/variation provision.

#### 4.2. Request for Empanelment

The Respondent is expected to examine all the instructions, guidelines, terms and conditions and formats in the RfE. Failure to furnish all the necessary information as required by the RfE on submission of a proposal not substantially responsive to all the aspects of the RfE shall be at Respondent's own risk and may be liable for rejection.

\* \* \*

## 5. Submission of Proposals

### 5.1. The response to the RfE:

The response to the RfE should be submitted in sealed envelopes giving full particulars in the manner specified in the points below. The envelope should reach on or before the timeline mentioned in the Important Information for RfE given at beginning of this RfE at page no 3.

### 5.2. RfE response documents:

- The Respondents should submit 2 printed copies of the proposal and a non-rewritable CD / pen drive as a single file in PDF format containing the Proposal along with all annexes and forms/letters.
- All pages of the proposal must be sequentially numbered and shall be initialled by the Authorized Representative of the Respondent.
- The proposal should not contain any pricing information whatsoever on the services offered.
- The Respondent shall seal the Proposal in one outer and two inner envelopes, as detailed below:

The outer envelope shall be addressed to

#### The MD & CEO

Micro units Development & Refinance Agency Limited,  
First Floor, MSME Development Centre  
Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E),  
Mumbai - 400 051

- Marked clearly: Proposal for – “Empanelment of Manpower Supply Agency.
- The envelope shall contain the Proposal with 2 hard copies duly marked “Original” and “Copy”
- An inner envelope shall contain the non-rewritable CD / pen drive with the soft copy of the proposal in the pdf format
- The e-mail address and phone/fax numbers of the Respondent should also be indicated on the sealed envelope and.
- The proposal should be prepared in English in MSWord / Excel/ PDF format. All correspondence will be in English. All forms may please be filled in Arial 12 Font in double spacing format. The Proposal shall be typed in indelible ink and shall be signed by the Respondent or a person or persons duly authorized by the respondent to bind the respondent to the process. The person or persons signing the Proposals shall initial all pages of the



Proposals. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Proposals. The MUDRA reserves the right to reject the Proposals not conforming to the above.

- The Respondent shall submit the Proposal properly in a file ensuring that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as "Page #".
- It should be noted that in case of any discrepancy in information submitted by the Respondent in hard-copy and soft-copy, the hard-copy will be given precedence.
- Only one submission of the RfE response by each respondent will be permitted. In case of multiple submissions by the respondent, the first submission made will be given precedence.
- Submission by Fax transmission or emails is not allowed and will be considered invalid.

### **5.3. Rules for responding to this RfE**

- i. The Respondents should use the formats prescribed by the MUDRA in submission of the RfE Response
- ii. All responses received after the due date/ time as per schedule mentioned in the 'Important Information for RfE' given in the beginning of the RfE would be considered late and would be liable to be rejected.
- iii. Documents not required as part of the RfE should not be provided.
- iv. Unsigned responses would be treated as incomplete and are liable to be rejected. The proposals once submitted cannot be withdrawn/ modified after the last date for submission of the proposals unless specifically permitted by the MUDRA.
- v. The MUDRA reserves the right to not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- vi. Respondents at no point in time can excuse themselves from any claims by the MUDRA whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RfE circulated by the MUDRA. Respondents shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RfE.
- vii. If related parties (as defined below) submit more than one Proposal then both/all Proposals submitted by related parties are liable to be rejected at any stage at the MUDRA's discretion:

- a. Proposals submitted by the holding company and its subsidiary
  - b. Proposals submitted by one or more companies having common director/s
  - c. Proposals submitted by one or more Limited Liability Partnership (LLP) firms having common partners
  - d. Proposals submitted by one or more companies in the same group of promoters/ management
  - e. Any other proposal in the sole discretion of the MUDRA is in the nature of multiple proposals.
- viii. If an agency is empanelled then it does not mean that work will be assigned to agency by MUDRA.

\* \* \*

## 6. Evaluation of Proposals

### 6.1. Opening of Proposals

The proposals received within the prescribed date and time will be opened for evaluation. During the opening of the proposals, the Respondents can depute an authorized representative (only one) to attend the proposal opening process. No separate information will be given in this regard to the respondents for deputing their representatives. The representative has to submit an authority letter duly signed by the Agency, authorizing him to represent and attend the Proposal opening on behalf of Agency. The authorised representative, having photo identification, shall sign a register of attendance. However, proposals would be opened even in the absence of any or all representatives of the respondents.

### 6.2. Evaluation Committee

The proposals will be evaluated by MUDRA's Evaluation Committee. The evaluation committee shall evaluate the responses to the RfE and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence would lead to rejection of the proposal

The decision of the Evaluation Committee in the evaluation of responses to the RfE shall be final.

### 6.3. Preliminary Scrutiny

Preliminary scrutiny of the Proposals for eligibility will be done to determine whether the Proposals are complete, whether the documents have been properly signed, whether any computational errors have been made, and whether the Proposals are generally in order. Proposals not conforming to such preliminary requirements will be *prima facie* rejected.

### 6.4. Conformance to eligibility criteria:

Proposals conforming to preliminary scrutiny requirements will be checked by a Committee for conformance with the eligibility criteria stated in the Chapter 4. Non-conforming Proposals will be rejected. Subject to the result of reference checks being satisfactory, it is the intent of MUDRA to empanel the Respondent(s).

### 6.5. Notification of Outcome

MUDRA will notify the Respondents who have been Empanelled either in writing or by email as soon as practicable. MUDRA is not obliged to provide any reasons for any such acceptance or rejection. The decision of MUDRA shall be final, conclusive and binding on all the

Respondents/parties directly or indirectly connected with the RfE process and the same shall not be questioned / challenged.

\* \* \*

## **7. General Terms and Conditions**

### **7.1. Adherence to terms and conditions**

Respondents who wish to submit their responses to this RfE should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RfE. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

### **7.2. Tenure**

The Agency will be empanelled for a period of 36 months from the date of empanelment. However, this would be subject to satisfactory performance during periodic reviews which would be solely adjudged by MUDRA. In case the performance of the Agency is deemed unsatisfactory, the empanelment will be terminated as per the provision of the "termination of empanelment " clause mentioned in this RfE.

MUDRA, at its discretion, may extend the empanelment of Agencies for a further period of not exceeding 24 months on the same terms and conditions.

### **7.3. Statutory authority obligations, notices, fees & charges**

The Agency shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or byelaw of any relevant authority which has any jurisdiction with regard to the assignment.

The empanelled Agency (s) would comply with all Applicable Laws as they relate to its performance under this RfE. This RfE shall be governed, interpreted by and construed in accordance with the laws of India.

### **7.4. Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at Mumbai only.

### **7.5. Single Point of Contact**

The Respondent selected for empanelment should have their office in Mumbai and has to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no.etc.

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## **7.6. Authorised Signatory**

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The selected Agency (s) shall indicate the authorized signatories who can discuss and correspond with the MUDRA, with regard to the obligations under the process. The selected Agency (s) shall submit at the time of submitting the proposal, a certified copy of the resolution of their Board, authenticated by Company Secretary/ Director/Partner, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/ contracts with the MUDRA. The Agency (s) shall furnish proof of signature identification for above purposes as required by the MUDRA.

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## **7.7. RIGHTS OF MUDRA**

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- At any time, MUDRA may, for any reason, modify the RfE Document by an amendment.
- The amendment will be intimated to all Respondents who confirm their intention to participate by email / Publishing on MUDRA's website.
- In order to accord prospective Respondents reasonable time to take the amendment into account, MUDRA may, at its discretion, extend the last date for the receipt of Proposals
- The Respondents are allowed to resubmit their proposal, if required, after such amendments
- If MUDRA deems it appropriate to revise any part of this RfE or to issue additional data to clarify an interpretation of provisions, it may issue supplements to this RfE
- MUDRA may, at its discretion, extend the deadline for submission of proposals by issuing a corrigendum through email to all confirmed Respondents, in which case all rights and obligations of the project and the Respondents previously subject to the original deadline will thereafter be subject to the deadline as extended
- MUDRA may terminate the RfE process at any time without assigning any reason
- MUDRA reserves the right to accept or reject any proposal, and to annul the short listing process and reject all responses at any time without thereby incurring any liability to the affected Respondent

or Respondents or any obligation to inform the affected Respondent or Respondents of the grounds for MUDRA action.

- MUDRA reserve the right to restrict number of agencies to be empanelled.

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## **7.8. Erasures & Alterations**

All details must be completely filled up. All the corrections or alterations, if any, should be authenticated. There should be no hand-written material.

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## **7.9 Confidentiality**

This document contains information confidential and proprietary to MUDRA. Additionally, the empanelled agencies shall be exposed by virtue of the contracted activities to the internal business information of MUDRA . Disclosures of receipt of this RfE or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Agencies, premature termination of the empanelment, and / or legal action against the Agencies for breach of trust.

Empanelled Agency (s) shall have to sign a legal non-disclosure agreement with MUDRA before starting any project.

The Agency (s) (and its employees) shall not, unless MUDRA gives permission in writing, disclose any part or whole of this RfE document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by MUDRA (including the users), in connection therewith to any person other than a person employed by the respondent in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the respondent shall maintain strict confidentiality.

The Agency(s), its employees and agents shall not, without prior written consent from MUDRA, make any use of any document or information given by MUDRA or its Authorized personnel, except for purposes of performing the contract award. In case of breach, MUDRA shall take such legal action as it may be advised. The Agencies has to maintain confidentiality even after completion/ termination of the empanelment.

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## **7.9. Publicity**

Any publicity by the Agency (s) in which the name of the MUDRA is to be used should be done only with the explicit prior written permission of the MUDRA.

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### **7.10. Adherence to Standards**

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The respondent should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. It should also ensure that it has complied with all required legal compliances and it also has the necessary permission and licenses to do the job as Agency.

The Agency(s) will be responsible for the authenticity and genuineness of the work undertaken and will be liable for breach of contract if discrepancies/ violations are observed. MUDRA reserves the right to ascertain information from the other institutions to which the respondents have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of respondent selection and any strong adverse comment/action about product or service would make the respondent ineligible for further assessment/processing.

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### **7.11. Professionalism**

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The empanelled Agency (s) should provide professional, objective and impartial advice at all times and hold MUDRA's interests paramount and should observe the highest standard of ethics while executing the assignment. It should strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

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### **7.12. Expenses**

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It may be noted that MUDRA shall not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the fees as per the final price of the successful Agency mentioned in the commercial proposal stage of any intervention. The commercial proposals will be invited at the Request for Proposal (RfP) stage.

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### **7.13. Dispute Resolution**

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MUDRA and the empanelled Agency/Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the empanelment. If after 30 days from the commencement of such informal negotiations, MUDRA and the Agency have been unable to resolve amicably an empanelment dispute; either party may require that the dispute be referred for resolution by formal arbitration.



All questions, disputes or differences arising under and out of, or in connection with the empanelment, shall be referred to sole Arbitrator appointed by MUDRA and the award of the arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be at Mumbai. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.

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**7.14. Assignment**

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Neither the empanelment nor any rights granted under the empanelment shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the empanelled Agency, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the prior written consent of MUDRA.

If an empanelled Agency undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc. the service level agreement executed with the Agency after award of purchase order shall be considered to be assigned to the new entity and such an act shall not affect the rights of MUDRA under the executed service level agreement.

\* \* \* \* \*

## 8. Annexure(s)

### Annexure – I : Proposal Format

FROM:

Name and address of the bidder

TO,

The MD & CEO,

Micro Units Development & Refinance Agency Ltd.

First Floor, 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/ GST Registration No. (Attach Copy of Registration)	
(6)	Whether registered with Registrar of Firm / Companies? [Enclose Partnership Deed / Registration certificate with Registrar of Companies ]	
(7)	Whether the Agency has office in Mumbai and is in existence for the last five years as on 31.03.2015	
(8)	The Respondent must have experience in providing Manpower Agency services to at least any two of following Indian Public Sector Banks / Private Sector Banks/ Foreign Banks / Financial Institutions / NBFCs involving at least 50 employees spread across the Mumbai in last 3 years.	
(9)	Whether the Agency has provided recruitment search services to atleast 2 of any of the following: Public/Private Sector Banks / all-India Financial Institutions / MNCs / large corporate.	
10)	Whethet have a work force of at least 100 people to offer on need basis (shall enclose a certified copy of License of minimum 100 workers / staff from Labour Commissioner to employ Contract Labour under Contract Labour Act).	
(11)	Whether the Agency is an Income Tax Assesses having filed Income Tax returns for the Assessment Years 2016, 2017 and 2018.(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.	

Sl. No.	Particulars	Details to be filled in by the Agency
(12)	Whether the payment of wages to the employees of Agency is made through cheque/in their account 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 etc.	

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

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

Date

Signature  
Name and seal of the

Company / Firm.

**Annexure – II : Undertaking regarding agreement of all terms of RfE**

*(To be submitted on Respondents company letter head)*

Date:

TO,  
The MD & CEO,

Micro Units Development & Refinance Agency Ltd.  
 First Floor, MSME Development Centre, Plot No.C-11, 'G' Block,  
 Bandra Kurla Complex, Bandra (East), Mumbai-400051.

Dear Sir,

- 1) Having examined the RfE including all Annexes and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned qualify under the minimum eligibility criteria and offer to provide, deliver, implement and commission ALL the items mentioned in the "Request for Empanelment" and the other schedules of requirements and services for MUDRA in conformity with this RfE.

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

- 2) We confirm that we have the in-house capabilities to complete the assignment mentioned under this RfE on our own and not through any associate.
- 3) We confirm that we have the technical capabilities to deliver all the requirements of the above mentioned RfE.
- 4) We hereby certify that we have provided all the information requested by the MUDRA in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct or in a different format, MUDRA shall have the absolute right to take any action as deemed fit without any prior intimation to us.
- 5) We agree to abide by the terms of this RfE from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
- 6) If our Proposal is accepted, we undertake to complete and deliver the whole of the works comprised as and when assigned in the RfE/RFP; comply with the delivery schedule as mentioned in the RfE/RFP and agree to abide by the General Terms and Conditions.
- 7) We agree to abide by this Proposal for 90 days from the date of the Proposal opening and our Offer shall remain binding on us and may be accepted by the MUDRA any time before expiry of the offer.
- 8) Unless and until a formal Agreement is prepared and executed, this RfE together with our written acceptance thereof shall constitute binding Terms and Conditions between MUDRA and us

- 9) We understand that the RfE does not commit MUDRA to reimburse the Respondents for any costs incurred in submission of this proposal. All statements in RfE and any pre-proposal negotiations, understandings and agreements resulting from RfE are preliminary; consequently, MUDRA has no obligation to us until a written contract is executed.
- 10) We agree that the MUDRA is not bound to accept any Proposal the MUDRA may receive.
- 11) We understand that MUDRA has the right, without assigning reasons thereof, to
- Reject, amend, and modify any condition contained in the RfE
  - Terminate this RfE
  - Negotiate with one or more Respondents
  - Not award the assignment to any of the Respondents and / or recommence the entire process.
  - Empanel one or more Respondents for any reasons whatsoever.
  - Modify the requirements and terms of this RfE and request revised proposals from some or all of the Respondents.

Signature of Authorised Person of respondent
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Full Name & Designation of Authorised
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Person Date:
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**Seal of Respondent**

**Annexure – III : Format for Relevant Engagements**

Please use the format below to provide information for which your firm was legally contracted for carrying out Manpower Agency assignment.

(Use separate sheet for each client)

Name of the Client	
Description of the assignment	
Duration of the assignment (in months) as per agreement:	
Start Date	
End Date	
Duration of all the Manpower Agency assignments for the client (in Months):	
Number of professional staff Provided for the Manpower Agency Assignments for the client	
Terms of Reference	
Impact achieved	
Contact Details of senior Executive of the Client (Name, Contact Number, email id)	

*Completion Letter / Reference Letter (Format given in annexure IV) from relevant Senior Executive of the client to be attached for each engagement reference mentioned*

**Signature of Authorised Person of respondent**

Full Name & Designation of Authorised Person

Date:

**Seal of Respondent**

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**Annexure –IV : Format for Reference Letter from Client**

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(On letterhead of the client duly stamped and signed)

Date: \_\_\_\_\_  
(not older than 1 month)

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that the following \_\_\_\_\_ (Name of the Agency) has been engaged by us for management Manpower Agency services for \_\_\_\_\_ (Caption of the assignment undertaken) for a period of \_\_\_\_\_ months/ years from \_\_\_\_ (Start date) to \_\_\_\_\_ (End Date) . The assignment was completed by \_\_\_\_\_ (name of the Agency) on \_\_\_\_\_ (date of completion).

Name:

Designation:

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**Annexure – V : Declaration: No Ownership or Control of MUDRA Directors/  
Employees(or relatives)**

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(On letterhead of the respondent duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that \_\_\_\_\_(Name of respondent) is not a related party to MUDRA as per the provisions of Companies Act 2013, as amended from time to time.

Name:

Designation:

Date:



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**Annexure – VI : Not penalized or Found Guilty in any Court of Law**

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(On letterhead of the respondent duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**  
**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that the Manpower Agency firm/company has not been penalized or found guilty in any court of Law and the firm/ company has not been blacklisted / debarred by any Central Government Ministry / Bank / RBI/ IBA / any regulatory authority since April 2014 till the date of submission of the Proposal

Further, this is to certify that \_\_\_\_\_ does not have any legal, civil, criminal, taxation and other cases pending against \_\_\_\_\_ that may have any impact affecting or compromising the delivery of services required.

Name:

Designation:

Date: