REQUEST FOR PROPOSAL

राष्ट्रीय उद्यमिता एवं लघु व्यवसाय विकास संस्थान (निसबड)
The National Institute for Entrepreneurship and Small Business Development (NIESBUD)
Ministry of Skill Development and Entrepreneurship, Govt. of India
A – 23, Sector – 62, (Institutional Area), NOIDA – 201 309 (U.P.)
Website : www.niesbud.nic.in An ISO 9001:2008 Certified Institution

Request for Proposal

NIESBUD, an autonomous organization under Ministry of Skill Development and Entrepreneurship, Government of India, invites proposals from -

a) the eligible and competent Human Resource Agencies for assisting the Services of Payroll Outsourcing of different categories to be engaged on yearly contract basis for a maximum period of 03 years for working at different locations throughout country.
b) the eligible and competent manufacturing Agencies for assisting the Common Branding to be engaged on yearly contract basis for a maximum period of 1 year for working at different locations throughout country.

The relevant details of the Request for Proposal (RFP), are enclosed.

The eligible firms and companies may send their proposals prepared in the prescribed manner accompanied with the supporting documents so as to reach the Institute latest by **10.02.2017 (1500 Hrs.)**

Joint Director (Administration)

(NIESBUD)
Ministry of Skill Development and Entrepreneurship
Government of India
New Delhi

Request for Proposal
Payroll Outsourcing Services.

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SCHEDULE OF FINALISATION OF BIDS*

• Floating RFP on Website	:	30-01-2017
• Pre-bid Meeting *(1500 Hrs.)*	:	02-02-2017
• Up-loading of Clarifications *(if any)*	:	03-02-2017
• Last day for Receipt of Bids *(1500 Hrs.)*	:	10-02-2017
• Opening of Technical Bids *(1600 Hrs.)*	:	16-02-2017
• Inviting Eligible Proposers for making Presentations *(1400 Hrs.)*	:	17-02-2017
• Finalization of Pre-qualification of the Bids	:	18-02-2017
• Opening of Financial Bids *(1500 Hrs.)*	:	20-02-2017
• Award of the Services	:	24-02-2017
• Signing of the Agreement	:	25-02-2017
• Start of the Services	:	28-02-2017

** The indicated timelines are estimated and may be subject to change.*

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DISCLAIMER

All information's contained in the RFP, to be subsequently provided / clarified are in good faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

NIESBUD reserves the right to cancel the RFP and / or invite afresh with or without amendments to the RFP, without liability or any obligation for such RFPs and without assigning any reason.

SECTION - I
GUIDELINES FOR THE PROPOSERS

1.0 SCOPE OF SERVICES

The selected party *(hereinafter referred to as the Consultants / Proposers)* will be responsible for understanding the payroll outsource services out of different positions and delivering end to end, payroll services for the assigned positions.
The broad scope of the Services would be on the following lines:

1.1 Priorities and establish timelines for payroll outsourcing in view of the overall plan and priorities established through consultations with the Institute's SPOC.

1.2 Compile/tabulate all the relevant details of the applicants, related to pay roll like master data of all employees & all statutory compliance under various enactments.

1.3 Maintain a MIS of all the assigned manpower, applicants etc. and completion timelines in association with the Institute.

1.4 Participate in periodic performance reviews of the Services assigned to the Consultant and progress reviews.

2.0 UNDERSTANDING THE SCOPE OF SERVICES

2.1 The Proposers, in their own interest, are advised to go through all the relevant details of the Request for Proposal and deliverables expected of them before submitting the Bids.

2.2 While all the relevant details have been incorporated in the following Sections, the Proposers may ask for further details/clarifications in the Pre-Bid Meeting or otherwise, as they may require for understanding full import of the Services and/or Project before submitting the Bids.

3.0 ELIGIBILITY CONDITIONS

3.1 The Proposer should be either a Firm or Company with providing HR Services: Consulting Services, Manpower Recruitment Services and Executive Search Services as its principal business. *(Consortiums are also entitled to bid)*

3.2 The Proposer should have a minimum of 2 years of experience of successfully conducting recruitment and placement of professionals including those at junior and middle management levels.

3.3 The CEO/Promoter/Managing Partner should have a minimum of 3 years' experience in Management Consulting/HR Consulting/Executive Search/ Recruitment Business.

3.4 The Proposer should have minimum average revenue of the last 3 financial years as it indicated at Point no. 5.1 from its recruitment services/business manpower and executive search business.

3.5 The Proposer should be registered under all the relevant Statutes for rendering the Services.

3.6 The Proposer should not have been blacklisted for rendering any kind of services by any Government/Public Organization either of the Central Government or State Government(s).

3.7 The Proposer should be in position to commence the Services at short notice.

4.0 SUPPORTING DOCUMENTS

4.1 The Proposer should also submit salient details of some Key Positions handled for different Clients during the last 3 financial years.

4.2 Acceptable/reliable documentary evidence on each of the above should be invariably enclosed along with the Proposal (a Certificate on Letter Head in case of 3.1 to 3.9 above) so as to determine their eligibility for the Bid.

4.3 The basic details of the Proposers should be submitted in the prescribed format (Exhibit-1). The Supporting Documents wherever indicated in the Exhibit should also be invariably enclosed with the Proposal.

4.4 The Supporting Documents are to be enclosed in the Technical Bid (Packet-I).

4.5 A Bid without the Supporting Documents, as above or elsewhere, is likely to be rejected invariably.

5.0 EARNEST MONEY DEPOSIT *(to be attached to Packet-I)*

5.1 The Earnest Money Deposit (EMD) prescribed for the Bid is as indicated in the table below-

State	Required average turnover of last three years	Earnest Money Deposit (in Rs)
Uttar Pradesh	75 Lakh	3 Lakh
Madhya Pradesh	70 Lakh	2 Lakh
Maharashtra & Goa	65 Lakh	2 Lakh
Gujarat & Assam	60 Lakh	1.5 Lakh
Karnataka & Odisha	60 Lakh	1.5 Lakh

5.2 The EMD in the form of a Pay Order/Bank Draft drawn in favour of **"NIESBUD"** payable at **"NOIDA"** has to be enclosed in Packet-I failing which the Bid is likely to be rejected summarily.

5.3 The EMD of the unsuccessful Proposers will be returned within 07 days of decision on the pre-qualification of the Bids. No interest shall be payable on the EMD.

5.4 The EMD of the Proposers may be forfeited if :

- The concerned Proposer withdraws the Bid during the prescribed period of validity of the Rates.
- In case of the successful Proposer/Consultant, if it fails to :
  - (i) Sign the Agreement on the date and time specified for the purpose or
  - (ii) Commence providing the Services from the agreed date.

6.0 PERFORMANCE GUARANTEE

6.1 The EMD of the Consultant shall be converted into Performance Guarantee and will be released after completion of one year of engagement of the Consultant.

6.2 The period as above shall constitute the period of Agreement.

6.3 The Performance Guarantee of the Consultant shall stand forfeited in case of determination of the Agreement as provided under Clause 15, Section-IV.

6.4 The Consultant may however submit the Performance Guarantee in the form of an unconditional Bank Guarantee in favour of the Institute valid for the entire period as at 6.1 above.

In such a case, the amount of Rs. 25,000 of the EMD shall be refunded to the Consultant upon receipt of the Bank Guarantee.

7.0 AMENDMENT OF RFP

7.1 At any time, prior to expiry of the prescribed period for submission of the Bids, NIESBUD may, for any reason whatsoever modify the RFP through up-loading the same on the Website and may also suitably extend the time limit for submission of the Bids through placing the Extension Notification on the Website.

7.2 The amendments thus notified will form an integral part of the Agreement. The Proposer(s) will submit the Amendments also duly

signed as per the prescribed procedure, in Technical Bid *(Packet-I)*.

8.0 DEVIATIONS

8.1 The Proposer(s) should read and understand all the terms and conditions of the RFP. If there are certain apprehensions/observations, the same should be clarified beforehand. The Clarifications as may be issued shall form an integral part of the Agreement.

8.2 All such Clarifications shall also be submitted duly signed in the prescribed manner along with the RFP.

8.3 No deviation(s) in the RFP on part of the Proposer(s), are allowed.

9.0 PREPARATION OF BIDS

9.1 While filling the percentage in the Schedule of Percentage, the Proposers shall ensure that there are no discrepancies in the percentage mentioned in figure and words. In case of any discrepancy, that mentioned in words shall be taken as final and binding.

9.2 The Proposers must complete and submit the RFP without making any additions or alterations therein. The percentage should be filled in by the Proposers strictly as required in the RFP.

9.3 All entries by the Proposers should be in one ink and should be written in a legible manner. Ideally, the desired details should be printed and submitted.

9.4 Incomplete, conditional and irrelevant Bids are liable to be rejected.

10.0 SIGNING OF BID

10.1 All pages of the RFP shall be initialed at the lower right hand corner and stamped by the authorized representative of the Proposer.

11.0 RELEASE OF DATA/ATTENDENCE FOR PAYROLL

11.1 The all relevant data of the employees will be provided by NIESBUD every month at appropriate time.

11.2 The Consultants shall share the all details of employees remuneration for disbursement of salaries and remittance of all statutory dues at proper time.

12.0 RELEASE OF COMMISSION/REMUNERATION TO THE CONSULTANT

12.1 The remuneration of the Consultants in respect of a particular position shall be released, upon submission of the pre-receipted bill, shall be released along with the salary of the contractual manpower by 3rd of every month.

•

13.0 SERVICE CHARGES

13.1 The service charges quoted should be inclusive of all charges and expenses direct or incidental to rendering of the Services in accordance with stipulations of the RFP.

13.2 No extra charges will be paid except the statutory Service Tax if otherwise payable and as specifically mentioned in the Schedule of Rates.

13.3 The Service Charges shall also include the local Travel Cost within NCR and outside NCR which may under taken for due rendering of the services.

14.0 PRE-BID MEETING

14.1 An attempt has been made to incorporate all the relevant details in the RFP as may be required by the Proposers to have an idea about the scope of the Services/Deliverables and submit the Bids accordingly.

14.2 Any further desired/requested details will also be up-loaded on the Website within 2 days of asking for the same for larger benefit of all the Proposers. **, NIESBUD** can be contacted at for the purpose.

14.3 A Pre-bid Meeting will be held at **1500 Hrs. on 02-02-2017** at **NIESBUD , A-23, Sector-62, Noida-UP**

14.4 All the Clarifications of general nature, as may be furnished during the Meeting shall also be up-loaded on the Website and shall form an integral part of the Agreement to be signed with the Consultant and are to be submitted as in case of the Amendments etc.

15.0 MODE OF SUBMISSION OF THE BIDS

15.1 The RFP Document should be down-loaded from the Website *www.niesbud.nic.in* ***(No hard copies will be provided).***

15.2 The Bid shall be submitted in accordance with the procedure detailed in the RFP. The specified documents shall be kept and sealed in separate envelope(s) of appropriate size.

15.3 The Packet No. I shall contain the RFP Document along with Clarifications, Amendments etc. if any and the copies of Supporting Documents as provided in Clause-4 above.

15.4 The Packet No. I shall also contain the prescribed Earnest Money Deposit.

15.5 The Packet No. II shall contain the Price/Financial Bid *(Section V : Schedule of* Percentage*)* only, duly filled, in words and figure, signed and stamped.

15.6 The Bids should be duly signed with date by an authorized signatory of the

Proposer, sealed and witnessed. The Proof of such authorization, in favor of the person signing the Bid, should also be submitted in Packet No. I.

15.7 Both the Packets I and II should be put in a bigger outer envelope superscribed as "Proposal for providing payroll outsourcing services.

16.0 SUBMISSION OF BIDS

16.1 The Bids, duly completed, in the prescribed manner, should be deposited with the **Joint Director (Administration), NIESBUD** against acknowledgement, not later than **1500 Hrs. on 10-02-2017** at the **Institute's Campus : A-23, Sector 62, NOIDA.**

16.2 NIESBUD at its sole discretion may extend the date of submission of the Bids through uploading the Extension Notification on the Website.

17.0 DELAYED/LATE BIDS

17.1 The Bids received after the closing hours of the prescribed date shall not be entertained.

18.0 OPENING OF THE BIDS

18.1 The Technical Bids *(Packet-I)* shall be opened at the same place at **1600Hrs. on 13-02-2017**in the presence of the Proposer(s) or theirrepresentatives who wish to be present.

18.2 It is expected that the process of pre-qualifying the Bids/Proposers will be completed latest by 18-02-2017.

18.3 The names of the Proposers which have been so pre-qualified will be up-loaded on the Website the same day.

18.4 The Financial Bids of only the pre-qualified Proposers shall be opened at **1500 Hrs. on 20-02-2017 at NIESBUD's Campus at NOIDA** in presence of the Proposers or their representatives who wish to be present.

18.5 The Proposers or their representative(s) who are present at the opening of the Technical or Financial Bids shall sign the Register evidencing their presence on the occasion(s).

19.0 CANVASSING

19.1 Canvassing in any form/manner in respect of the Bid/Services is strictly prohibited and will result in summary rejection of the Bid(s) of such Proposers indulging therein.

20.0 APPROACHING THE PROPOSERS FOR CLARIFICATION/ADDITIONAL INFORMATION

20.1 NIESBUD reserves the right to approach any Proposer for seeking clarifications/additional information primarily with a view to adjudge eligibility to bid for the Services.

21.0 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

21.1 NIESBUD reserves the right to accept, cancel or reject the Bid and to annul and reject all the Bids at any time prior to award of the Services without assigning any reason or incurring any liability/obligation to the Proposers as regards communication of the grounds for such an action or otherwise.

22.0 EVALUATION OF TECHNICAL BIDS AND NEGOTIATIONS

22.1 The Technical Bids will be evaluated in light of the stipulated eligibility criteria as supported by documentary evidence and competency of the Proposers to render the Services as amplified during course of the Technical Presentations at **1400 Hrs. on 16-02-2017** at the **NIESBUD, A-23, Sector-62, Noida-UP**

22.2 The Institute reserves the right to enter into Negotiations with the Consultant either with regard to the technical details and/or financial details of the Bid.

23.0 AWARD OF THE SERVICES

23.1 The successful Proposer shall be intimated about acceptance of its Bid in writing.

23.2 The Letter of Acceptance will constitute part of the Agreement.

24.0 PERIOD OF VALIDITY OF THE QUOTED PERCENTAGE

24.1 The quoted percentage shall remain valid for a period of 30 days after opening of the Financial Bids.

25.0 SIGNING OF THE AGREEMENT

25.1 On receipt of the Letter of Acceptance, the successful Proposer shall enter into an Agreement on the date and time to be intimated for the purpose.

25.2 The format of the Agreement has been given at *ANNEXURE-I.*

SECTION - II

THE PROJECT:PAYROLL OUTSOURCING

1.0 INTRODUCTION

1.1 Payroll out sourcing service, is a centrally sponsored Project sponsored by M/s CSC E-Governance Services India Limited for a period of 4 years being implemented by NIESBUD.

1.2 The Project aims at recruiting contractual manpower at every districts in the states of Uttar Pradesh, Madhya Pradesh, Maharashtra, Gujarat, Goa, Karnataka, Assam, Odisha and any other state, which is assigned to the Institute time to time.

SECTION - III

REQUIREMENT OF PERSONNEL AND TERMS & CONDITIONS OF ENGAGEMENT

A. REQUIREMENT OF PERSONNEL

1.0 DISTRICT MANAGERS

1.1 A total of 2 personnel of different categories are to be engaged during 2016-17 per district in the said states.

1.2 The total monthly salary to be disbursed to the district manager will be Rs 20,000 (Twenty Thousand) per month in the first year.

1.3 The Institute reserves the right to fix the annual package as per the level of competence of the concerned incumbents within the indicated amount(s).

2.0 STATE MANAGERS

2.1 A total of 2 personnel of different categories are to be engaged during 2016-17 in the said states. In the state of Uttar Pradesh, there is a provision of three state managers.

2.2. The total monthly salary to be disbursed to the state manager will be Rs 42,500 (Forty Two Five Thousand) per month in the first year.

2.2 The Institute reserves the right to fix the annual package as per the level of competence of the concerned incumbents within the indicated amount(s).

3.0 ENTITLEMENT TO LEAVE

3.1 Casual Leave

3.1.1 Casual Leave @ one day for every completed month of service will be admissible.

3.1.2 Casual Leave may be availed for even half a day.

3.2 Gazetted Holidays

3.2.1 All the Gazetted Holidays declared by the Central/State Governments shall be extended to the incumbents.

3.3 No Carry Forward of Leave

4.4.1 The incumbents will not be allowed to carry forward either Casual or Privilege Leave to the next calendar year.

4.4.2 The unavailed leave at the end of a calendar year will stand lapsed.

4.5 No other kind of Leave shall be admissible.

4.0 NO OTHER ALLOWANCES

4.1 The engagements do not envisage payment of separate LTA, Medical Reimbursement, Communication Expenses, Conveyance Allowance or the like all of which have been duly built in the indicated remuneration package.

5.0 TERMINATION OF ENGAGEMENT

5.1 The engagement of all the personnel shall be subject to *termination simpliciter* upon giving no notice.

5.2 The Institute shall be under no obligation for assigning reasons for termination of services of an incumbent, if recommended by the state team of CSC. However, the Institute, in association with the consultant will make efforts for early replacement of the personnel.

5.3 In case of resignation, a clear 3-days' notice will be required for relieving the concerned incumbent(s) of duties.

SECTION - IV

GENERAL TERMS AND CONDITIONS FOR THE PROPOSERS

1.0 TIMELINES OF THE SERVICES

1.1 The Consultant shall strictly adhere to the timelines as may be prescribed for completion of different activities/works in closing recruitment for different positions.

2.0 DEPLOYMENT OF PERSONNEL

2.1 The Consultant shall be responsible for disbursement of remuneration etc. of the personnel required for due rendering of the Services.

2.2 The Consultant may be required to attend review meetings, discussions; make Presentations before different Authorities on progress of different components of the Services from time to time for which no expenses will be reimbursable.

3.0 NO LIABILITY ABOUT PERFORMANCE OF THE PERSONNEL

3.1 After engagement of the personnel, the Consultant shall not be responsible for performance of the concerned incumbents.

3.2 The performance of the personnel, will be monitored by respective state managers and state teams. The recommendations, in case of non-performance will be furnished by state teams for termination and replacement of the personnel.

4.0 RIGHT TO DETAILS OF METHODOLOGY AND PERCENTAGE QUOTED

4.1 NIESBUD reserves the right to seek the details of the Methodology/ Systems/Procedures to be adopted by the Proposer(s) in executing/ delivering the tasks/deliverables.

4.2 Similarly, in case the Quoted Percentage is estimated to be too high or low, NIESBUD reserves the right to seek details of basis of arriving at the quoted percentage.

5.0 SUB-LETTING / SUB-CONTRACTING

5.1 The Consultant shall not Sub-let/Sub-contract the whole or part of the Services under the Agreement.

5.2 The Consultant shall not be permitted to transfer rights and obligations under the Agreement to any other person, body etc.

6.0 CONFIDENTIALITY OF THE BIDS

6.1 NIESBUD shall maintain confidentiality of the information contained in the Bids. NIESBUD shall be entitled to share such information with its advisors, consultants, lawyers etc. and as may otherwise be required to be disclosed under any Law for the time being in force.

7.0 RIGHT TO MAKE ENQUIRIES

7.1 NIESBUD reserves the right to make any enquiry about the Proposer(s) as it may deem appropriate either from the Clients mentioned in the Bid or otherwise to adjudge its suitability and/or competence for rendering the Services comprised in the RFP.

8.0 CONTACT POINT

8.1 While the Single Point of Contact (SPOC) from NIESBUD shall be Shri Sunil Bhardwaj, Joint Director, Administration, the Consultant will intimate its SPOC to which all communications, directions etc. will be issued.

9.0 HANDING OVER OF THE DATA REPORTS ETC.

9.1 The Services under the Agreement shall not be considered to be complete unless all the expected Reports, Data, Documents etc. have been duly handed over by the Consultant after completion of the Services or termination of the Agreement whichever is earlier.

10.0 CONFIDENTIALITY

10.1 The Consultant shall maintain strict confidentiality with regard to all the data, reports etc. made available/ generated during rendering of the Services.

10.2 NIESBUD shall also have sole ownership of the data, reports etc. which shall not be shared/used by the Consultant anywhere during the period of Agreement and even subsequently without prior permission of NIESBUD.

11.0 INTERPRETATION

11.1 In case of any ambiguity in interpretation of any of the Clauses of RFP, the interpretation thereof by NIESBUD or its authorised representative shall be final and binding on all the parties.

11.2 The Agreement shall be executed with the Consultant either by NIESBUD or any other designated Authority for the purpose in which case, the designated Authority will take over mantle of NIESBUD as regards the provisions of this RFP.

11.3 NIESBUD is assisting the process of hiring the Consultant for rendering the Services.

12.0 ABANDONMENT OF THE SERVICES

12.1 If the Consultant for any reason abandons the Service or becomes incapacitated from acting as such or fails to perform any of the services/ jobs mentioned hereinbefore for any reason not directly attributable to

NIESBUD, the Consultant shall be liable to pay such damages to NIESBUD as may be assessed by NIESBUD for carrying out the Services during remaining period of the Agreement through alternate arrangements besides incurring liability as per the following Clause.

13.0 DETERMINATION OR RECESSION OF THE AGREEMENT

13.1 NIESBUD without prejudice to any other remedy available against the Consultant in terms of the provisions of the Agreement or otherwise shall have right to determine the Agreement after issuing a written notice to the Consultant to this effect in any of the following circumstances :

i) If the Consultant commits breach of any of the terms of the Agreement;

ii) If the Consultant is found guilty of misrepresentation, concealment of material facts etc.;

iii) If the Consultant abandos the Services in terms of the previous Clause and

iv) If the Consultant fails to observe or perform any of the covenants of the Agreement and such failure or non-performance has not been remedied or set right within three days of this being brought to its notice.

13.2 If the Consultant has made itself liable for action under any of the cases aforesaid, NIESBUD shall have powers to :-

i) Determine or rescind the Agreement and

ii) Engage any other Consultant to carry out the Services during remaining period of the Agreement.

13.3 In such a circumstance, NIESBUD shall forfeit the Performance Guarantee and be entitled to recover from the Consultant any amount by which the cost of Services through alternate arrangements during the remaining period of the Agreement shall exceed the amount that would have been payable to the Consultant for the period.

14.0 FORCE MAJEURE

14.1 The standard *Force Majeure* Clause subject to the express provisions of this Clause shall apply and in such an eventuality, the rights and obligations of the respective parties shall subject to the express provisions of the Agreement, be determined in a mutually agreed manner.

14.2 Either party to the Agreement shall not be liable for non-performance of its respective obligations under the Agreement from any *Force Majeure.* However, the Consultant shall continue to make endeavours to provide the Services as long as practical.

14.3 In the unlikely event of such a factor persisting even beyond a

reasonable period of time, either party shall have the right to terminate the Agreement and the right and liabilities of the parties upon such termination shall be determined in a mutually agreed manner.

15.0 GIFTS AND COMMISSIONS ETC.

15.1 Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Consultant or other bodies or agent, officer, employee or servant or anyone on their behalf in relation to this Agreement, shall in addition to any Criminal/Civil liability which it may incur, render the Agreement liable to be determined and make the Consultant liable to payment for any loss or damage to NIESBUD resulting from such cancellation besides forfeiture of the Performance Guarantee.

15.2 NIESBUD shall then be entitled to deduct the amount so payable from any amount otherwise due to the Consultant under the Agreement.

16.0 SETTLEMENT OF DISPUTES

16.1 In the event of any dispute or difference whatsoever arising between the parties out of or pertaining to any Clause of this Agreement including any question relating to meaning and interpretation of this Agreement or any alleged breach thereof, except those the decisions whereof have been specifically provided in the Agreement, the same shall be settled as far as possible by mutual discussions and consultations between the parties.

16.2 In the case of failure to resolve the difference/dispute in the above manner, the same shall be referred to the sole arbitration of any person appointed by the Director General, The National Institute of Entrepreneurship and Small Business Development , Government of India, in terms of the Arbitration & Conciliation Act, 1996.

16.3 The Award, if any, of the Arbitrator, so appointed, shall be final and binding on all the parties.

16.4 If any question, difference or dispute still remains unresolved, the same shall be subject to the jurisdiction of the Courts in the State of Delhi.

SECTION - V

SERVICE CHARGES

(On the letterhead of the Organization)

A. CONSULTANCY REMUNERATION

Sl.No.	Particulars	Service Charges	
		(In Figure)	***(In Words)***
1.	Remuneration	l	
2.	Taxes *(if any)*		

Authorised Signatory

ANNEXURE-I

AGREEMENT

This Agreement is executed on this ____ day of ____ 2017 between the National Institute for Entrepreneurship and Small Business Development (*NIESBUD*) implementing agency of Recruitment and Monthly Salary disbursement of contractual manpower resources under CSC 2.0 scheme of M/s CSC India Services Limited, a centrally sponsored Project being administered by the Ministry of Electronics and Information Technology, Government of India, functioning from A-23, Sector-62, NOIDA and being represented by its Joint Director, Administration, hereinafter referred to as NIESBUD, the Party of the First Part.

AND

SECOND PARTas the Consultant, the Party of the Second Part

Whereas the First Party invited limited Proposals for providing payroll outsourcing Services..

Whereas the Second Party represented to the First Party that it fulfils all the prescribed eligibility conditions for the purpose and also willing to render the Services in terms of the Request for Proposal (RFP) floated for the purpose by the First Party.

Whereas the First Party based upon strength of the documents/claims made bythe Second Party, is *prime facie* satisfied about eligibility and capability of the Second Party and has decided to award the Services to the Second Party.

Now both the Parties agree to the

following:-**i) Responsibilities of the Parties**

Both the Parties are committing to sincerely fulfilling their respective roles and responsibilities to the fullest in order to accomplish the stipulated Services in accordance with the RFP.

ii) Entirety of the Agreement

The Request for Proposal (RFP), Supporting Documents, Clarifications issued on RFP; Supplementary Information furnished by the Second Party *if any*; the correspondence exchanged between the Parties regarding Award of the Services etc. will form an integral part of the Agreement.

iii) Misrepresentation, Concealment of Material Facts etc.

If at any stage, it appears to the First Party that the Second Party has misrepresented, submitted false documents or concealed any material information from the First Party, it *(the First Party)* will have a right to immediately cancel the award of the

Services to the Consultant and/or terminate the Agreement and take further appropriate action including forfeiture of the Performance Guarantee as provided for in the RFP.

iv) Relationship of the Parties

Nothing in this Agreement shall be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. Neither Party shall be responsible for the acts or omissions of the other Party and neither Party shall have the power or authority to speak for or assume any obligations on behalf of the other Party.

v) Creating False Impression

The Second Party will not use the name and / or logo of the First Partya n d / o r the Ministry of Skill Development and Entrepreneurship in any publicity material etc. so as to create a false impression to the public at large of association/recognition by these Agencies of any of the activities being carried out by the Second Party except in reference to the Services being rendered by the Second Party under the Agreement.

vi) Governing Law and Construction

a) This Agreement shall be governed by and construed in accordance with all the Laws of India.

b) Both the Parties agree that nothing contained in the Agreement will create any legal obligation between the Parties.

In witness whereof, the Agreement has been signed by the Parties:-

For and on behalf of the NIESBUD	**For and on behalf of the Second Party**
Name and Designation	Name and Designation

Witnesses

1.

2.

Exhibit-1

DETAILS OF THE PROPOSERS

- **Basic Details :**

  1. Brief Organisation Profile including mention of service offerings; work done in past, indicative list of clients, work process, capabilities, etc.
  2. Business Incorporation or Registration : Date and Place, Certificate of Incorporation/Registration. *(Attach copy)*
  3. Head Office Address, Contact Number, Contact Person and Email Id.
  4. Name, Contact Number and E Mail Id of CEO / Managing Partner
  5. Name, Contact Number and E Mail Id of the Account Manager
  6. Offices & Branches *(if any)* with contact details and name of representative(s).
  7. Annual Turnover for the last 3 financial years. Separately mention Revenue from Recruitment Services / Executive Search Services. *(attach copies ofthe Audited Accounts)*.

- **Organization Structure & Team :**

  10. Organization Structure of the Service Provider.
  11. Name & Brief Profile of CEO/Managing Partner, Recruiters with a brief on Qualifications and Work Experience.
  12. How the Proposer addresses the multi location requirements?

- **Work Done by the Proposers**

  13. Number of successful Mid and Senior Level Searches *(Compensation 50 Lakh & above)* undertaken by the organization in the last 3 financial years.