

**Ministry of Skill Development and Entrepreneurship
Government of India
New Delhi**

**Request for Proposal for
Human Resource Management
Services under**

**National Scheme on
Entrepreneurship Development**



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

SCHEDULE OF FINALISATION OF BIDS*

- Floating of Request for Proposal : 02-09-2016
- Pre-bid Meeting (1500 Hrs.) : 09-09-2016
- Up-loading of Clarifications (if any) : 11-09-2016
- Last day for Receipt of Bids (1500 Hrs.) : 19-09-2016
- Opening of Technical Bids (1600 Hrs.) : 19-09-2016
- Inviting Eligible Proposers for making Technical Presentations (1400 Hrs.) : 24-09-2016
- Finalisation of Pre-qualification of the Bids : 25-09-2016
- Opening of Financial Bids (1500 Hrs.) : 27-09-2016
- Award of the Services : 29-09-2016
- Signing of the Agreement : 01-10-2016
- Start of the Services : 07-10-2016

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

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DISCLAIMER

All informations 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.

REQUEST FOR PROPOSAL

 उद्यमी लक्ष्मो सिद्धिम् niesbud	<p>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.) An ISO 9001:2008 Certified Institution</p>
Request for Proposal for Human Resource Services under National Scheme on Entrepreneurship Development	
<p>NIESBUD, on behalf of the Ministry of Skill Development and Entrepreneurship, Government of India invites proposals (<i>in two bid system</i>) from the eligible and competent Human Resource Agencies for assisting hiring the Services of about 50 personnel of different categories during 2016-17 under the Scheme.</p> <p>The relevant details of the Request for Proposal (RFP), are available at www.msde.gov.in & www.niesbud.nic.in</p> <p>The eligible firms and companies may send their proposals so as to reach the Institute latest by 19.09.2016 (1500 Hrs.)</p> <p style="text-align: right;">Director General</p>	

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SECTION - I

GUIDELINES FOR THE PROPOSERS

1.0 SCOPE OF SERVICES

- The selected party (*hereinafter referred to as the Consultant*) will be responsible for understanding the job requirements of different positions and delivering end to end recruitment services for the assigned positions. The broad scope of the Services would be on the following lines :
 - 1.1 Engage with the NIESBUD's Single Point of Contact (SPOC) to identify priority requirements for hiring manpower, from amongst the overall assigned positions.
 - 1.2 Prioritise and establish timelines for hiring in view of the overall plan and priorities established through consultations with the Institute's SPOC.
 - 1.3 Review the Job Description/ Job Specification for different positions, undertake need based modifications in discussion with the Institute's SPOC, to ensure an appropriate search for a best fit hire for the positions.
 - 1.4 Assist drafting the advertisements for filling key positions (*if required*). Process the responses to the advertisements by handling candidates' calls/emails, screening, shortlisting etc.
 - 1.5 Initiate search for candidates for the advertised positions through the recruitment data base, recruiters' network, reference and other sources to generate interest of quality talent for the positions.
 - 1.6 Compile/tabulate all the relevant details in respect of all the applicants, screen applicants, shortlist suitable applicants based on preliminary telephonic interview, need based face to face interview for key positions to arrive at the final shortlisted candidates and provide inputs before shortlisting of suitable candidates based on their experience, skill sets, academic qualification for critical positions.

NIESBUD reserves the right to examine the complied details vis-a-vis stipulated requirements for different Positions to ascertain correctness of the Shortlists submitted by the Consultant.
 - 1.7 Maintain a MIS of all the assigned positions, applicants etc. and completion timelines.
 - 1.8 Participate in periodic performance reviews of the Services assigned to the Consultant and progress reviews.

- 1.9 Undertake **basic** background checking and verify the claims made by the applicants.

The background checking of the applicants will be restricted to verification of the claims with regard to employment history only without involving academic qualifications.

However any apparent/patent discrepancy/false claim will have to be examined by the Consultant.

- 1.10 Co-ordinate with the Institute's SPOC, for interviews for the shortlisted candidates. Provide need based administrative support for interview of the shortlisted candidates (*ensuring complete co-ordination with the shortlisted candidates, arranging for screening process, assisting in logistics etc. in consultation with the Institute's SPOC*).
- 1.11 Seek feedback and revise the search in case of all rejections from the shortlisted list.
- 1.12 Join in compensation negotiations with the selected candidates (*if required*).
- 1.13 Address and respond to relevant queries over phone/ email before joining of the selected candidate(s).
- 1.14 Undertake the entire process afresh without any claim of additional remuneration in cases of all rejections from the shortlisted list or no selection after interviews.
- 1.15 Similarly, in case an incumbent voluntarily leaves within 02 months of joining a position, the Consultant will undertake the entire process of replacement thereof without any claim of additional remuneration on this account.

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 Scheme 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 not entitled to bid)*

- 3.2 The Proposer should have a minimum of 3 years of experience of successfully conducting recruitment and placement of professionals including those at middle and senior management levels.
- 3.3 The Proposer should have a minimum average revenue of Rs. 100 lakh during 2013-14, 2014-15 and 2015-16 from its Recruitment Services/ Business, Manpower Recruitment Business, and Executive Search Business.
- 3.4 The Proposer should have been engaged with at least 10 mid to large Corporate Clients on an on-going basis during the last 3 financial years.
- 3.5 The Proposer should have at least 2 Senior Consultants, as full time employees on its payrolls with each of them having a minimum experience of more than 5 years in Corporate HR, Executive Search and Recruitment.
(One of the Senior Consultants may be the CEO/Promoter/Managing Partner itself)
- 3.6 The Proposer should have an overall team size of 05 Consultants/ Recruiters, as full time employees, on its payrolls.
- 3.7 The Proposer should be registered under all the relevant Statutes for rendering the Services.
- 3.8 The Proposer should not have been blacklisted for rendering any kind of services by any Government/Public Organisation either of the Central Government or State Government(s).
- 3.9 The Proposer should have an independent operational office *(owned or leased)* in NCR and should be in position to commence the Services at short notice.

4.0 SUPPORTING DOCUMENTS

- 4.1 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 3.8 and 3.9 above)* so as to determine their eligibility for the Bid.
- 4.2 The Proposer should also submit salient details of some Key Positions handled for different Clients during the last 3 financial years.
- 4.3 The Proposer should invariably provide contact details of the HR Head/

Business Head/Recruitment Head of at least 3 clients serviced during the last 3 financial years which may be contacted for feedback etc. about the Proposer.

- 4.4 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.*
- 4.5 The Supporting Documents are to be enclosed in the Technical Bid (*Packet-I*).
- 4.6 A Bid without the Supporting Documents, as above or elsewhere, is likely to be rejected summarily.

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

- 5.1 The Earnest Money Deposit (EMD) prescribed for the Bid is Rs. 1.25 Lakh (Rupees one lakh twenty five thousand only).
- 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 the entire range of Services in respect of all the assigned positions and expiry of a period of at least two months from the date of joining duties by last of the incumbents of all the assigned positions (*except the positions of the Regional Directors who will be joining duties from next financial year only*).
- 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. 1.25 lakh 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 initialled at the lower right hand corner and stamped by the authorised representative of the Proposer.

11.0 RELEASE OF ADVERTISEMENTS FOR RECRUITMENT

11.1 In order to duly supplement the search efforts of the Consultant, and assist/facilitate mobilisation of candidates for different positions, NIESBUD or National E-Hub will release the advertisements for Recruitment to different positions at its own cost.

11.2 The Advertisement for the position of the National Project Director, National E-Hub has already been published with last date of receipt of applications being 6.9.2016. The details of the position are available at www.msde.gov.in/ www.niesbud.nic.in under the head Vacancies.

11.3 All the advertisements are expected to have been published by the time, the Consultant is selected/appointed.

11.4 The Consultants shall be shared the Job Description of different positions so as to assist profiling of the applicants in light thereof.

12.0 RELEASE OF REMUNERATION TO THE CONSULTANT

12.1 The remuneration of the Consultant in respect of a particular position shall be released, upon submission of the pre-receipted bill, as per the following stages :—

- Submission of compiled details of all the applicants for a Position 25%
- Holding of discussions (*interview*) with the shortlisted candidates by the Selection Committee. 25%
- Joining of Position(s) by the concerned selected candidate(s) 25%
- Expiry of a period of 2 months after joining of a position 25%

13.0 BID PERCENTAGE

13.1 The Proposer should quote only one average percentage of remuneration based upon initial Annual Remuneration Package as incorporated in Section-III and *ANNEXURE-I* for all the assigned positions.

13.2 The percentage quoted should be inclusive of all charges and expenses

direct or incidental to rendering of the Services in accordance with stipulations of the RFP.

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

13.4 The quoted percentage shall also include the local Travel Cost within Delhi and NOIDA which may be undertaken for due rendering of the Services.

However outside Travel and Associated Costs will be reimbursed separately as provided in Section-IV of the RFP.

13.5 The percentage quoted by the Consultant shall remain valid for entire period of Agreement as per Clause 6 above.

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. **Shri M.K. Gupta, Joint Director (F), NIESBUD** can be contacted at **Mobile 9810569166**, for the purpose.

14.3 A Pre-bid Meeting will be held at **1500 Hrs. on 09-09-2016** at the **Conference Hall (2nd Floor), Shivaji Stadium Annexe Building, New Delhi-110001.**

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.msde.gov.in/ 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 authorised signatory of the Proposer, sealed and witnessed. The Proof of such authorisation, in favour 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 Human Resource Services : National Scheme on Entrepreneurship Development".

16.0 SUBMISSION OF BIDS

- 16.1 The Bids, duly completed, in the prescribed manner, should be deposited with the **Joint Director (Finance), NIESBUD** against acknowledgement, not later than **1500 Hrs. on 19-09-2016** 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 **1600 Hrs. on 19-09-2016** in presence of the Proposer(s) or their representatives who wish to be present.
- 18.2 It is expected that the process of pre-qualifying the Bids/Proposers will be completed latest by 25-09-2016.
- 18.3 The names of the Proposers which have been so pre-qualified will be uploaded on the Website the same day.
- 18.4 The Financial Bids of only the pre-qualified Proposers shall be opened at **1500 Hrs. on 27-09-2016 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 a 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 24-09-2016** at the **Conference Hall (2nd Floor), Shivaji Stadium Annexe Building, New Delhi-110001**.

- 22.2 The Technical Presentation should address the following:

- Organization Capability & Team Profile
- Approach to Servicing Recruitment Mandates
- Approach & Methodology for the Scheme :–
 - ❑ Overall Scheme Management
 - ❑ Approach for Positions at Various Levels
 - ❑ Process steps for Hiring & On Boarding as per Timelines
 - ❑ Quality Control, MIS & Data
 - ❑ Escalation Matrix
- Expectations from NIESBUD SPOC to ensure appropriate & quality support.
- Any additional expectations from the eligible proposers, would be communicated to them in the Invite for Presentations.

- 22.3 The eligible Proposers invited for making technical presentations should invariably highlight the timelines proposed for different works for all categories of Positions so as to ensure that the respective incumbents are in position by 01.12.2016.
- 22.4 The Institute reserves the right to enter into pre-signing Negotiations with the Consultant (**lowest quoting party**) either with regard to the technical details and/or financial details of the Bid.
- 22.5 It is during these Negotiations that the detailed timelines with respect to different Positions will be laid out within the overall timeline of the incumbents joining by 01.12.2016.
- 22.6 There shall be no discussions/negotiations with any other Proposer.

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*.

26.0 CAPTIVE NATURE OF THE AGREEMENT

- 26.1 The Agreement will be captive in nature in that that the work in respect of all the Positions will be assigned to the **lowest quoting party**.
- 26.2 However, a few Positions may have to be kept out of purview of the Agreement for the time being, for administrative reasons.
- 26.3 However, there is no commitment of the Consultant being also retained for rendering Services for about another 100 personnel which are likely to be engaged during 2017-18 under the Scheme.

SECTION - II

NATIONAL SCHEME ON ENTREPRENEURSHIP DEVELOPMENT

1.0 INTRODUCTION

1.1 National Scheme on Entrepreneurship Development, is a centrally sponsored Scheme for a period of 5 years (2016-17 to 2020-21) being implemented by the Ministry of Skill Development and Entrepreneurship, Government of India in active association with the Wadhvani Operating Foundation, Bengaluru. The total projected outlay under the Scheme is Rs. 499.94 crore over the period of 5 years.

1.2 Depending upon the Mid-term Review of the Scheme at end of three years, a Proposal to extend component of the Network Support may be considered for another two years.

1.3 The Scheme aims at creating an enabling eco-system for Entrepreneurship development through Entrepreneurship education and training; Advocacy and easy access to entrepreneurship support network and Promoting social enterprises for inclusive growth.

1.4 The specific objectives of the Scheme and likely deliverables under each of them are as under :

◆ **Objective 1 : Educate and equip potential and early stage entrepreneurs**

- Develop and deliver entrepreneurship education to all citizens free of charge through Massive Open On-line Courses (MOOCs) and other on-line programmes accessible through a Learning Management System (LMS).
- Design an assessment and certification mechanism.
- Equip a total of 3,050 institutions to deliver world class entrepreneurship education programmes : 2,200 institutes of higher learning; 300 schools (10+2); 500 Industrial Training Institutes (ITIs) and 50 Entrepreneurship Development Centres (EDCs).
- Focus on the promotion of social entrepreneurship.

◆ **Objective 2 : Connect entrepreneurs in enabling networks of peers, mentors, funds and business services**

- Create an "on-line market place" - a web based platform connecting entrepreneurs to each other for peer-to-peer networking and investors, financial institutions and business services such as legal, accounting, technology and HR services.
- Set up a national mentor network for young entrepreneurs.
- Establish a national network of incubators, accelerators and credit agencies.
- Establish a national network of business service providers.
- Leverage schemes/initiatives of Central Ministries and State/UT Governments.

◆ **Objective 3 : Support entrepreneurs through Entrepreneurship Hubs (E-Hubs)**

- Establish a National Entrepreneurship Resource and Coordination Hub to coordinate and support entrepreneurship education / development programmes.
- Establish Entrepreneurship Hubs at Regional, Nodal and Project Institutes levels to coordinate and support entrepreneurship programmes.
- Develop a cloud based Management Information System that tracks entrepreneurs, training institutes (Project Institutes), faculty, students and outcomes.
- Factory on Wheels.

◆ **Objective 4 : Catalyze a culture shift to encourage entrepreneurship**

- Create a culture of dynamic entrepreneurship through events, branding and media.
- Drive entrepreneurship research & advocacy.
- Social Entrepreneurship Awareness Programmes for SC/ST and minority beneficiaries.
- Supervision of progress of the beneficiaries.

2.0 THE ROLL-OUT PLAN FOR 2016-17

2.1 A total of 510 Project Institutes are to be empanelled under the Project

during 2016-17 for rolling out Entrepreneurship Education Programmes to their respective students w.e.f. 1-1-2017 or earlier/later depending upon commencement of Semester/Academic Session.

2.2 The Category-wise bifurcation of the Project Institutes (2016-17) is as follows :

• Institutes of Higher Learning	300
• Schools (10+2)	50
• ITIs	150
• Entrepreneurship Development Centres	10
Total	510

2.3 The Institutes of Higher Learning inter-alia include Colleges, Universities, Indian Institutes of Technology (IITs); Indian Institutes of Management (IIMs); National Institutes of Fashion Technology (NIFTs); National Institutes of Technology (NITs); Indian Institutes of Hotel Management (IIHMs); National Institutes of Design (NIDs) and the like which will be treated as Government Colleges/Institutes.

3.0 IMPLEMENTATION MECHANISM : NETWORK OF E-HUBS

3.1 The Scheme will be implemented through a Network of Entrepreneurship Resource and Coordination Hubs. The creation of following E-Hubs has been stipulated :

3.1.1 National Entrepreneurship Resource and Coordination (National E-Hub)

Housed in NIESBUD, NOIDA, U.P., the National E-Hub will be responsible for the overall programme management of the Scheme; deployment of MOOCs; networking with industry, mentors, accelerators; co-ordination with Entrepreneurship Sector Skill Council (SSC); project advocacy and branding; co-ordination with regional or nodal activities; formulation of innovative training technologies; research studies in EE & Publications; design and develop entrepreneurship events, internships & projects; monitor the functions of Regional E-Hubs and Nodal E-Hubs and evaluate/monitor programme implementation at the Project Institutes through regional clusters.

3.1.2 Regional Entrepreneurship Resource and Coordination Hubs (Regional E-Hubs)

The role of Regional E-Hub is primarily programme management of the Scheme at a regional level. Monitoring of the Nodal E-Hubs falling under their respective jurisdiction; Provision of training for

personnel of Nodal E-Hubs; Coordinating with industry groups; and providing feedback and inputs from the field to improve curriculum and pedagogy are the other responsibility areas of the Regional E-Hubs.

A total of five Regional Hubs will be established under the Scheme at **NOIDA, Guwahati, Ahmedabad, Kolkata and Hyderabad.**

3.1.3 Nodal Entrepreneurship Resource and Coordination Hubs (Nodal E-Hubs)

50 Nodal E-Hubs will be established across the country. Role of the Nodal E-Hubs is programme management of the Scheme at a nodal level; Coordination with Institutes of Higher Learning (Colleges, Universities etc.), Schools, Industrial Training Institutes (ITIs), Entrepreneurship Development Centres, the Sector Skill Councils (SSCs) and other industry groups.

However, during 2016-17, a total of 09 Nodal E-Hubs only are expected to be established with each of them being responsible for monitoring activities of about 60 Project Institutes under their respective jurisdiction.

The locations of these nine Nodal E-Hubs are yet to be decided.

3.1.4 Entrepreneurship Hubs (E-Hubs) in Institutes of Higher Learning and Schools (10+2)

2200 E-Hubs in Institutes of Higher Learning (Colleges, Universities etc.) and 300 E-Hubs in Schools (10+2) will be established for delivery of the entrepreneurship education and training with the Institutions being selected for the purpose on basis of pre-defined criteria. The primary responsibility of the E-Hubs is delivery of the programme elements.

3.1.5 Entrepreneurship Hubs (E-Hubs) in Entrepreneurship Development Centres (EDCs)

50 EDCs will be established across the country at the premises of the NSDC training partners, NIESBUD Partner Institutions, EDII Regional Centres and State Governments' Entrepreneurship Development Centres on the basis of the pre-defined criteria. EDCs are responsible for delivery of entrepreneurship education programme elements.

3.1.6 Entrepreneurship Hubs (E-Hubs) in Industrial Training Institutes (ITIs)

500 ITIs both Government and Private will be selected based on

the pre-defined criteria across the country to establish E-Hubs for delivery of entrepreneurship education and training.

- 3.2 These Hubs will be, as far as, possible, co-located with existing institutions in the entrepreneurship and skill development eco-system.

4.0 SCHEME PARTNERS

- 4.1 The Scheme will be implemented in partnership with both public and private stakeholders. The major Partners under the Scheme are outlined below:-

4.1.1 Ministry of Skill Development and Entrepreneurship (MSDE) and Agencies

(a) MSDE

- Programme facilitation and overall coordination
- Establish funding mechanism to cover 90% of the total project cost

(b) The National Institute for Entrepreneurship and Small Business Development (NIESBUD), NOIDA

- National E-Hub and Project Implementation Unit (PIU) will be housed in NIESBUD
- House the Regional E-Hub for North India
- Director General of NIESBUD to be the Chairman of Project Implementation Unit (PIU)
- Train the Trainers/Facilitators
- Certify the Students, Facilitators and Mentors
- Provide access to its Partner Institutions
- Provide its incubation facilities on the on-line market place
- Contribute to the development of the Mentor Network

(c) Indian Institute of Entrepreneurship (IIE), Guwahati

- House the Regional E-hub for North East
- Train the Trainers/Facilitators
- Training & Incubation Facilities

(d) National Skill Development Corporation (NSDC)

- Access to NSDC Training Partners for deploying Entrepreneurship Training

- Utilize Sector Skills Councils for industry connects and developing mentor networks

(e) Directorate General of Training (DGT)

- Assist empanelment of 500 Government and Private ITIs

4.1.2 Other Government Agencies

(f) Ministry of Human Resource Development: Department of Higher Education and Department of School Education & Literacy

- Facilitate introduction of Entrepreneurship Education in schools, colleges and universities
- Scheme Advocacy and awareness among educational institutions
- Advice with respect to empanelment of Project Institutes

(g) Department of Industrial Policy & Promotion (DIPP)

- Scheme Advocacy and Awareness
- Convergence of Start Up India and other schemes for beneficiaries of the Scheme.

(h) Ministry of Micro, Small and Medium Enterprises (MSME)

- Regional Entrepreneurship Resource and Co-ordination Hub (South) is being located at National Institute for MSME (NI MSME), Hyderabad
- Convergence of different Incubation Schemes for beneficiaries of the Scheme
- Scheme advocacy through its wide spread network of Field Institutions

(i) Department of Science and Technology (DST)

- Support the development of entrepreneurs by connecting the current Incubation Network to Regional Clusters

(j) Department of Financial Services (DFS)

- Students having undergone entrepreneurship education or training under the Scheme to be given priority in credit schemes such as MUDRA etc.

(k) State Governments

- Representation on PSC

- The National E-Hub will share details of the Project Institutes empanelled in the State under the Scheme
- Assist in Monitoring of Project Institutes in the State(s)
- Co-ordinate and converge Entrepreneurship Development Initiatives/ Schemes at the State level

4.1.3 Key Strategic Partners

(i) Wadhvani Operating Foundation, Bengaluru

- Contents, Platform and Events
- Knowledge Partner for consultancy & advisory services regarding Project Management as and when required.
- Contribute up to 10% of the total scheme cost, including in-kind contribution of IP (intellectual property such as content, processes, methodologies, best practices) developed by WF-NEN over the past 12 years

(j) Entrepreneurship Development Institute of India (EDII), Ahmedabad

- Empanelment of Social Entrepreneurship Centres (SECs)
- Design & development of Social Entrepreneurship content & curriculum for Master Trainers, aspiring entrepreneurs and all other stakeholders
- Scheme advocacy and Climate Building for Social Entrepreneurship
- Manage Web based Knowledge Repository for Social Entrepreneurship
- Faculty Development Programmes & Training of Trainers under Social Entrepreneurship
- Research Studies in Social Entrepreneurship
- Design and support execution of National Conventions, Challenges, Awards & Recognition for Social Entrepreneurship
- Social Entrepreneurship Awareness Programmes for SC/ST, Women & Minority Groups and Low Income States
- Provide access to its Regional Centres
- House the Regional E-hub for West Region

4.1.4 Other Institutions

- Industry Associations

- Bilateral Agencies
 - Convergence Partners : Factory on Wheels and Short-term Entrepreneurial Competency Building Programmes for meritorious students
- 4.2 The Scheme will also reach out to other partners to explore synergies to enhance the success and improve the outcomes.

5.0 OUTCOMES OF THE SCHEME

5.1 Outcomes Envisaged under Entrepreneurship Education

5.1.1 The proposed entrepreneurship development programme is likely to create approx. 30,000 start-ups over five years. Consequently, these start-ups will result in creation of approx. 2,60,000 direct and indirect jobs.

5.1.2 A strong Pool of 10,000 Mentors and 8,950 Facilitators will also be in place over the period of the Scheme.

5.2 Outcome Envisaged under Social Entrepreneurship

5.2.1 A total of 360 Social Enterprises over a period of 5 years will be created.

5.2.2 Besides imparting learning in Social Entrepreneurship in Institutes of Higher Learning (*at least 440*), Social Entrepreneurship Development Programmes (SEDPs) will be organised in the Social Entrepreneurship Centres to be empanelled by EDII through a transparent process.

6.0 FINANCIAL PLAN

6.1 Funds for the Scheme will be contributed by the Ministry of Skill Development and Entrepreneurship and Wadhvani Operating Foundation in the ratio of 90:10.

6.2 The Ministry's contribution of 90% of the Scheme Cost will flow from the National Skill Development Fund to the Project Implementation Unit biannually.

6.3 The contribution (10%) of the Wadhvani Operating Foundation to the Scheme Cost will be in kind towards technical services such as content, technology and events.

SECTION - III
REQUIREMENT OF PERSONNEL AND
TERMS & CONDITIONS OF ENGAGEMENT

A. REQUIREMENT OF PERSONNEL

1.0 NATIONAL E-HUB, NOIDA

- 1.1 A total of 13 personnel of different categories are to be engaged during 2016-17 for performing different functions at the National E-Hub.
- 1.2 The details of these positions and Annual Remuneration Package are given in *ANNEXURE-II*.
- 1.3 The indicated Remuneration Package is the one which will be given (*maximum*) at time of the initial joining.
- 1.4 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).
- 1.5 In case, the services are being hired at a lower package than the maximum one, the Remuneration of the Consultant will be calculated at the Package actually offered to the incumbents.

2.0 REGIONAL E-HUBs

- 2.1 Each of the five Regional Hubs will be managed by a Team of the following three personnel :-

Sl. No.	Position	Annual Remuneration Package (Rs. in lakh)
1.	Regional Director	9.60
2.	Regional Manager	6.40
3.	Assistant	4.00

3.0 NODAL E-HUBs

- 3.1 Each of nine Nodal E-Hubs will be managed by a Team of the following two personnel :-

Sl. No.	Position	Annual Remuneration Package (Rs. in lakh)
1.	Nodal Manager	8.00
2.	Nodal Co-ordinator	6.40

B. TERMS & CONDITIONS OF ENGAGEMENT OF PERSONNEL

4.0 REMUNERATION PACKAGE

- 4.1 The indicated Annual Remuneration Package represents Total Cost To Company at the time of initial joining.
- 4.2 The amount includes the contribution of the Employer to the Provident Fund as per the extant Rules under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- 4.3 There is no component of Gratuity as the maximum period of engagement will be less than 05 years in case of all the positions.
- 4.4 Out of the total monthly remuneration, 30% shall be treated as the House Rent Allowance.
- 4.5 Another 20% (*maximum*) can be claimed in the form of reimbursement of fuel, communication and medical expenses.

However, sub-clauses 4.4 and 4.5 are subject to ceilings, if any, prescribed under Income Tax Act or any other law for the time being in force for the purpose.
- 4.6 The remuneration of the incumbents shall be released after TDS (*as may be applicable*) in terms of the Income Tax Act, 1961.
- 4.7 An appropriate Annual Increment may be granted after completing one year of continuous service in all the cases depending upon performance and conduct.
- 4.8 A maximum of 20% of the indicated remuneration (*including increase of Employer's Contribution to Provident Fund.*) may be allowed as yearly increment over the entire period of engagement of 5 years.

5.0 GENERAL TERMS & CONDITIONS OF ENGAGEMENT

- 5.1 All the incumbents will be hired on yearly contract basis.
- 5.2 The yearly Contracts will be extended from year to year depending upon continuous satisfactory performance and conduct of the concerned incumbents.
- 5.3 The maximum tenure of engagement will be upto 31.3.2021.
- 5.4 The engaged personnel shall be the employees of the National Entrepreneurship Hub, NOIDA.
- 5.5 All the engagements shall be strictly project based on yearly contract basis and shall not bestow any right of continuation/absorption beyond the stipulated project period.

- 5.6 The working hours shall be 9.30 A.M. to 6.00 P.M., Monday-Friday with Lunch Break from 1.30 P.M. to 2.00 P.M.
- 5.7 Depending upon contingencies of the works, the incumbents may be required to work on weekends and during holidays for which no compensation will be generally allowed.
- 5.8 The Option of Working from Home will not be available generally.
- 5.9 All the incumbents, before joining, shall be required to produce a Medical Certificate of Fitness obtained from a Government Hospital/Dispensary/ Clinic.
- 5.10 The performance and conduct of the incumbents shall be closely monitored through periodical reports etc. throughout the entire period of engagement.
- 5.11 The engaged incumbents will not be the Government/Public Servants and will not be entitled to any other benefits except those specifically mentioned in the Letter of Engagement.

The engagement shall be further subject to those terms and conditions as may be formulated from time to time.

6.0 TA & DA ON OFFICIAL TOURS/VISITS

- 6.1 All the positions may involve Tours/Visits to Scheme Sites etc. outside the Headquarters.
- 6.2 The mode/ class of travel and payment of D.A. etc. during Tours/Visits will be regulated through treating different positions equivalent to different Grades/Classes of Government Employees.

7.0 ENTITLEMENT TO LEAVE

7.1 Casual Leave

7.1.1 Casual Leave @ one day for every 02 completed months of service will be admissible.

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

7.2 Privilege Leave

7.2.1 Privilege Leave @ one day for every one completed month will be admissible.

7.3 Gazetted Holidays

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

7.4 No Carry Forward of Leave

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

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

7.5 No other kind of Leave shall be admissible.

8.0 NO OTHER ALLOWANCES

8.1 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.

9.0 TERMINATION OF ENGAGEMENT

9.1 The engagement of all the personnel shall be subject to *termination simpliciter* upon giving 30 days' notice or remuneration in lieu thereof.

9.2 The National Entrepreneurship Hub shall be under no obligation for assigning reasons for termination of services of an incumbent.

9.3 In case of resignation, a clear 30-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 engagement, control, remuneration etc. of the personnel required for due rendering of the Services.
- 2.2 At commencement of the Services, a List of all the personnel engaged for rendering Services shall be made available to the Institute along with brief description of the works assigned to each of them. Normally none of the personnel shall be shifted/changed/substituted during period of Agreement.
- 2.3 The engagement of the Consultant does not stipulate stationing of any of its personnel either at the National E-Hub or anywhere else.
- 2.4 However, suitable Office Accommodation, free of cost, for personnel of the Consultant at the National E-Hub will be provided as and when required in connection with works under the Agreement.
- 2.5 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 reimburseable.

3.0 TRAVEL TO DIFFERENT STATIONS

- 3.1 The Consultant may be required to travel to different places outside the NCR either along with the Selection Committee(s) or independently especially in case of recruitment for different positions of Regional E-Hubs and Nodal E-Hubs.

4.0 TRAVEL COST

- 4.1 The costs on account of outside travel of the personnel of the Consultant in connection with the Services under the Agreement and other associated ones will be reimbursed separately.
- 4.2 A scale of reimbursement of the expenses on this account will be formulated for different categories of personnel of the Consultant.
- 4.3 The Tour(s) shall be undertaken with due notice to the National E-Hub/

NIESBUD and expenses will be reimbursed on furnishing of claims by the Chief Executive Officer of the Consultant.

5.0 FINALISATION OF SELECTION OF THE CANDIDATES

- 5.1 The selected incumbents for different Positions are expected to join respective duties latest by 01.12.2016 (*except the Regional Directors*).
- 5.2 The Consultant's responsibility in this regard will be restricted to submit the finalised Shortlists for all the Positions in accordance with the above timeline so as to ensure that the selected incumbents after allowing for reasonable notice period to the present employer, are in position to join respective Positions by 01.12.2016.
- 5.3 From its side, NIESBUD will give its final opinion on each of the Shortlists submitted by the Consultant latest within 02 days of receipt of the same.
Similarly, NIESBUD will issue Letter of Offer to the selected candidate latest within 03 days of the decision on a particular Position which in turn will be latest within 02 days of the Final Interview.
- 5.4 This should, however, allow NIESBUD reasonable period of time for intimating the Shortlists about interview, arranging logistics for the purpose etc. at different places.
- 5.5 The selection of the candidates would be largely based upon interview/ personal discussions maximum in two rounds for top 5-6 Positions of the National E-Hub.

6.0 NO LIABILITY ABOUT PERFORMANCE OF THE PERSONNEL

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

7.0 RIGHT TO DETAILS OF METHODOLOGY AND PERCENTAGE QUOTED

- 7.1 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.
- 7.2 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.

8.0 SUB-LETTING / SUB-CONTRACTING

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

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

9.0 CONFIDENTIALITY OF THE BIDS

- 9.1 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.

10.0 RIGHT TO MAKE ENQUIRIES

- 10.1 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.

11.0 CONTACT POINT

- 11.1 While the Single Point of Contact (SPOC) from NIESBUD shall be Shri M. K. Gupta, Joint Director, Finance, the Consultant will intimate its SPOC to which all communications, directions etc. will be issued.

12.0 HANDING OVER OF THE DATA REPORTS ETC.

- 12.1 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.

13.0 CONFIDENTIALITY

- 13.1 The Consultant shall maintain strict confidentiality with regard to all the data, reports etc. made available/ generated during rendering of the Services.
- 13.2 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.

14.0 INTERPRETATION

- 14.1 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.
- 14.2 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.

- 14.3 NIESBUD is assisting the process of hiring the Consultant for rendering the Services till the National E-Hub comes into being.

15.0 ABANDONMENT OF THE SERVICES

- 15.1 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.

16.0 DETERMINATION OR RECESSION OF THE AGREEMENT

- 16.1 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 abandons 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.
- 16.2 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.
- 16.3 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.

17.0 FORCE MAJEURE

- 17.1 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.
- 17.2 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.
- 17.3 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.

18.0 GIFTS AND COMMISSIONS ETC.

- 18.1 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.
- 18.2 NIESBUD shall then be entitled to deduct the amount so payable from any amount otherwise due to the Consultant under the Agreement.

19.0 SETTLEMENT OF DISPUTES

- 19.1 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.
- 19.2 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 Secretary, Ministry of Skill Development and Entrepreneurship, Government of India, in terms of the Arbitration & Conciliation Act, 1996.

- 19.3 The Award, if any, of the Arbitrator, so appointed, shall be final and binding on all the parties.
- 19.4 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.

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SECTION - V
SCHEDULE OF PERCENTAGE

(On the letterhead of the Organisation)

A. CONSULTANT REMUNERATION

Sl.No.	Particulars	Percentage of the Initial Annual Remuneration <i>(All the Position)</i>	
		<i>(In Figure)</i>	<i>(In Words)</i>
1.	Remuneration		
2.	Taxes <i>(if any)</i>		

Authorised Signatory

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AGREEMENT

This Agreement is executed on this ____ day of ____ 2016 between the National Entrepreneurship Resource and Co-ordination Hub (*National E-Hub*) set up for overall Project Management of the Scheme, a centrally sponsored Scheme being administered by the Ministry of Skill Development and Entrepreneurship, Government of India, functioning from A-23, Sector-62, NOIDA and being represented by its National Project Director, hereinafter referred to as the National E-Hub, the Party of the First Part.

AND

(Brief description of the Consultant, the Party of the Second Part)

Whereas the First Party invited limited Proposals for providing Human Resource Management Services under the Scheme.

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 by the 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 Party and / or 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
National E-Hub**

**For and on behalf of the
Second Party**

Name and Designation

Name and Designation

Witnesses

1.

2.

DETAILS OF POSITIONS AT NATIONAL E-HUB, NOIDA

Sl.No.	Position	Nos.	Annual Remuneration Package (Rs. in lakh)
1.	National Project Director	01	40.00
2.	Senior Managers (Deployment, Marketing and FHA)	03	16.00
3.	Deployment Experts	02	12.00
4.	Support Team	06	05.60
5.	Operations Team	01	04.00
	Total	13	

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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 (2013-14, 2014-15 and 2015-16). Separately mention Revenue from Recruitment Services / Executive Search Services. (*attach copies of the Audited Accounts*).
- **Organization Structure & Team :**
 10. Organization Structure of the Service Provider.
 11. Name & Brief Profile of CEO/Managing Partner, 2 Senior Consultants / 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 30 Lakh & above*) undertaken by the organisation in the last 3 financial years.

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