

INVITATION FOR RECRUITMENT AGENCIES **TO EMPANEL WITH NISG**



National Institute for Smart Government

December 2023

CONTENTS

1. INTRODUCTION	3
2. EMPANELMENT LANDSCAPE AT NISG.....	4
2.1. Need for Empanelment Partner (EP)	4
2.2. Scope of Work.....	5
2.3. Period of Empanelment	5
2.4. Responsibilities and Obligations of the EP	5
2.4.1. Standards of Performance	5
2.4.2. EPs Personnel.....	6
2.4.3. Conflict of Interest.....	6
2.5. Building a long-term relationship with partners.....	6
3. PROCESS OF EMPANELMENT	6
3.1. How to Apply for Empanelment with NISG.....	6
3.2. Evaluation by NISG	7
3.3. Award of Empanelment	7
3.4. Termination or cessation of Empanelment.....	7
3.5. Disqualifications	8
3.6. Pre Application Queries	8
4. TERMS AND CONDITIONS	8
4.1. Nativity	9
4.2. Relationship	9
4.3. Intellectual Property Rights (IPR).....	9
4.4. Right to accept the application	9
4.5. No obligation	9
4.6. Performance Assessment	9
4.7. Liquidated Damages	10
4.8. Fraud and Corruption	10
4.9. Applicable Law	10
4.10. Legal Jurisdiction.....	11
4.11. Resolution of Disputes.....	11
Annexure-I.....	12

1. INTRODUCTION

The implementation of the National e-Governance Plan (NeGP) by the Government of India, has provided impetus to the long-term growth of e-Governance and e-Government in the country. By creating the right governance and institutional mechanisms, setting up core infrastructure and policies, and implementing a number of 'Mission Mode Projects' at the Central, State and Integrated levels, NeGP seeks to create a citizen-centric and business-centric environment for good governance. More details on the National e-Governance Plan (NeGP) can be accessed at: <http://www.meity.gov.in>

National Institute for Smart Government (NISG) has been playing a key role in the activities relating to strategic planning and implementation of NeGP and other 'e Governance' Projects in the country by providing appropriate advice and inputs to the respective Governments that engage NISG for specific assignments. For more details about NISG and their role in e-Governance in India, please see their website <http://www.nisg.org>

As per its corporate policy, NISG has been working with external organizations and individuals to support it in various engagements. Such external organizations and individuals have been identified and empaneled with NISG on the basis of an open process of registration.

Based on their experience so far, NISG has been refining the requirements and eligibility criteria for the external organizations and individuals, in order to align this process with NISG's strategic objectives and to bring better focus to the skill-base and the talent pool of such organizations and individuals.

Manpower Provisioning: Hiring the right manpower is the most important factor for the success quotient of any business entity, department or process. NISG has developed a fully Integrated Manpower Provisioning Services, Human Resourcing, Contracting, Recruitment and Training facility across multiple domain. We are one of the major Suppliers of competent manpower to the varied clientele across different ministries and government departments. We believe in effective management of staffing, turnover and retention through selection of employees that fit with both organization need and culture.

For the purpose of this document, all such external organizations and individuals providing consulting, implementation and other specialized services shall be collectively denoted by the term Empanelled Partner (EP).

2. EMPANELMENT LANDSCAPE AT NISG

2.1. Need for Empanelment Partner (EP)

NISG views the partner community in the areas of Manpower Augmentation as a strategic resource and an enabler in the achievement of their objectives. Consequently, NISG looks for qualities of exceptional IT consulting abilities, strong technical skills, organizational strength, commitment to e-Government, and engagement flexibility in the EP pool.

NISG acts as a strategic partner in talent acquisition and management for clients looking to recruit quality applicants efficiently. We focus on the client's needs and base our work on four following pillars:

- a) Strategic Focus: NISG aligns its operating model with the long term goals of the organization, with a particular emphasis on human capital. We create effective organizational structures, culture, employee value propositions, systems thinking and communication strategies. We lay emphasis on organizational ethics and making socially conscious business decisions.
- b) People: NISG fosters business leaders who can anticipate change, analyse the environment, act decisively and collaboratively, and affirm the value of positive change. We study the business environment and design effective HR practices and recruitment process accordingly. We focus on long-term strategy, anticipating needs and developing innovative solutions for better employee engagement and retention.
- c) Systems: In an HR capacity, NISG tracks employee histories, skills, salary and their accomplishments, combining HR functions of benefits administration, payroll, recruitment & training, & performance analysis and review in one package.
- d) Operational Excellence: NISG considers operational excellence as its fourth pillar towards its client's success. By focusing on Strategy, People and Systems, we strive to achieve Operational Excellence. At NISG, we believe in continuous improvement and our HR professionals spend a lot of time on benefit packages, resolving employee disputes, hiring new employees, and much more. We have a definite "response time", for each activity. For e.g. from the time the hiring

need is approved until candidates walk in the door, we keep our clients abreast of the activities and collaborate with them regularly to get things prioritized and be on track.

To fulfill these services, NISG requires EPs of varying capabilities, and skill sets. With the above-mentioned framework, NISG invites large, medium, and small recruitment agencies offering recruitment services for various **professionals** including in IT, management, and other professional domains with niche skills, relevant experience and qualification.

2.2. Scope of Work

Recruitment Services	Indicative positions needed
<p>a. Internal Recruitment: Provisioning of resources for internal recruitment by NISG, in various domains including IT, management, and other professionals with relevant experience and qualification in their specific domain(s).</p> <p>b. Contractual Hiring: Provide resources in the above domains, on a contractual basis, to NISG for short term / long term projects with monthly charges payable.</p>	<p>ERP / SAP Specialists, Enterprise / Application / Data Architects, Developers, Team Leads, CAs, CS, Management positions etc.</p>

2.3. Period of Empanelment

- a) The term of empanelment is usually for 5 years. However, NISG has the right to periodically review the performance of the EP. NISG could also de-list an organization or individual at any time from its list of EPs, if they are found to be breaching the terms and conditions or for not performing to highest professional standards.
- b) EPs will be required to periodically give a full appraisal of the work done by them at the request of NISG. Periodical reviews will be scheduled by mutual consent, for this purpose.

2.4. Responsibilities and Obligations of the EP

2.4.1. Standards of Performance

When engaged on a project or an assignment, the EP shall perform the services and carry out their obligations with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The EP shall always act in respect of any matter relating to this empanelment as a faithful advisor to NISG. The EP shall always support and safeguard the legitimate

interests of NISG, in any dealings with a third party. The EP shall abide by all the relevant Acts prevalent in the country.

2.4.2. EPs Personnel

The EP shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specific project assigned by NISG. It is *essential* that for Domain / Subject specific projects, the EP must hire the services of Domain Specialists, on a case-to-case basis, to work on the project effectively.

2.4.3. Conflict of Interest

NISG requires that the EP should provide professional, objective, and impartial advice and at all times hold NISG's interest paramount, strictly avoid conflicts with other assignments / jobs or their own corporate interests and act without any consideration for future work.

It is also advised that the EP should refrain from responding to requests (ToR / EoI /RFP), related to NISG projects, where a conflict of interest exists.

Note: Empanelment with NISG does not guarantee that every empanelled organization and individual shall be invited to bid for, or be awarded a project / assignment.

2.5. Building a long-term relationship with partners

NISG believes that a strong and vibrant partner community is an essential component for the success and viability of e-Government initiatives in India. NISG desires to promote cordial and productive relationships with its empaneled partners by holding regular events for this purpose.

3. PROCESS OF EMPANELMENT

3.1. How to Apply for Empanelment with NISG

NISG will publish this document on their website <http://www.nisg.org> for the benefit of interested parties to empanel with NISG. The following is a description of the procedures to follow for applying.

- a) Interested parties are required to read the document completely to satisfy themselves that they fulfill the eligibility criteria.

-
- b) Fill the summary profile of their organization *completely* in the specified format as given in **Annexure-I**; *profiles with incomplete or ambiguous information will be rejected and no correspondence will be entertained in this regard.*
 - c) Sign the profile sheet, scan and send the scanned copy in PDF format to the email id: bipinchand.sharma@nisg.org with a copy to anupriya.jain@nisg.org
 - d) Please write APPLICATION FOR EMPANELMENT: <name of the organization / individual> in the subject line.
 - e) Paper copies of the applications **shall not** be accepted.
 - f) If required, NISG may ask for supporting information like financial statements, customer appreciations, profiles of recruiters, recommendation letters for recruitments executed in the past etc. *There is no need to send these with the profile summary.*

3.2. Evaluation by NISG

- a) NISG shall evaluate the proposals before accepting any proposal for empanelment. For this, NISG may ask for evidence of past work experience, credentials from customers, annual reports, balance sheets etc. If necessary, the applicant may be asked to make a presentation or a demo to the evaluation committee.
- b) For recruitments, NISG shall seek financial statements, employee information and other credentials, as necessary. If necessary, the applicant may be asked to make a presentation or a demo to the evaluation committee.

3.3. Award of Empanelment

- a) After scrutinizing the complete details, NISG will determine if the applicant can be empaneled. The applicants will be informed about the decision by email.
- b) Selected applicants will be required to sign a simple letter of affirmation before they are formally empaneled.

3.4. Termination or cessation of Empanelment

The EP's association with NISG could terminate in the following ways:

- a) The term of empanelment expires.
- b) Involvement in any fraudulent activities / mal-practices related to the conduct of business.
- c) Due to reasons of performance such as below par performance, non-adherence to the timelines of the recruitment etc.

3.5. Disqualifications

NISG may, at its sole discretion and at any time during the evaluation of proposal, disqualify any application received for empanelment, if the applicant has:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- b) 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 three years.
- c) Submitted a proposal that is not accompanied by required documentation or is non-responsive
- d) Failed to provide clarifications related thereto, when sought.
- e) Declared ineligible by the Government of India / State / UT Government / PSUs for corrupt and fraudulent practices or blacklisted.

Information relating to the examination, interviews and clarification and comparison of the applications shall not be disclosed to any applicant or any other persons, not officially concerned with such process until the recruitment process is over. The undue use by any applicant of confidential information related to the process may result in rejection of their proposal.

3.6. Pre-Application Queries

The prospective applicant requiring any clarification on empanelment may write the same in the form of a query to NISG by email sent to bipinchand.sharma@nisg.org with a copy to anupriya.jain@nisg.org. Please write QUERY ON EMPANELMENT FOR RECRUITMENT AGENCIES in subject line. NISG shall attempt to provide responses to all such queries.

4. TERMS AND CONDITIONS

The following terms and conditions are of a general nature and are given here only for the information of the prospective applicants. Every assignment shall be awarded subject to the specific terms and conditions applicable to that recruitment which will be imposed through specific contracts and agreements to be signed for that assignment.

4.1. Nativity

The organization must be registered in India. The recruitment agency must be a resident of India.

4.2. Relationship

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'NISG' and 'EP'. The EP has complete charge of its personnel in performing the services under the assignment executed with NISG from time to time. The EPs shall be fully responsible for the services performed by them or on their behalf.

4.3. Intellectual Property Rights (IPR)

No services covered under the recruitment-specific contract awarded to the EP shall be sold or disposed by the EP in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The EP shall indemnify NISG from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the EP. NISG shall be defended in the defense of any proceedings which may be brought in that connection.

4.4. Right to accept the application

NISG reserves the right to accept or reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

4.5. No obligation

Empanelment with NISG does not guarantee that every empanelled organization and individual shall be invited to bid for or be awarded any project / assignment.

4.6. Performance Assessment

Eps' performance will be assessed during the recruitment of candidates and any deficiencies and shortfalls will be dealt with, in accordance with the contract terms.

4.7. Liquidated Damages

In certain time-critical recruitments, customers may require the EP to agree for liquidated damages for delay in execution.

4.8. Fraud and Corruption

NISG requires that the EPs empanelled through this process must observe the highest standards of ethics during the performance and execution of the awarded contract(s). The following terms apply in this context.

NISG will reject the application for empanelment, if it determines that the applicant recommended for empanelment has been determined by NISG to have been engaged in corrupt, fraudulent, unfair or coercive trade practices.

These terms are defined as follows:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of NISG or any personnel of EP's in contract executions.
- (b) "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to NISG, and includes collusive practice among Respondents (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive NISG of the benefits of free and open competition.
- (c) "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which was agreed to.
- (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

During the execution of the project, except with the prior written consent of the NISG / Government, the EP and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract. **Governing Language** in all contracts and documents shall be written in English Language.

4.9. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

4.10. Legal Jurisdiction

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

4.11. Resolution of Disputes

If any dispute arises between parties, NISG and the organization / individual shall attempt to resolve them amicably and through mutual discussion. If the disputes persist, they may be referred to an arbitrator in accordance with the terms of the contract for that project.

Annexure-I

1. Please print the covering letter and “*Summary of Profile*” on your / Organization’s letterhead
 2. Sign on every page of the covering letter and “*Summary of Profile*”, scan and send the scanned copy in PDF format to the email id: bipinchand.sharma@nisg.org with a copy to anupriya.jain@nisg.org
 3. Please write in Subject Line: *APPLICATION FOR EMPANELMENT: <name of the organization / individual>*
 4. There is no need to send the paper copy.
 5. Please make sure that all the pages in this document have a footer with the text: “Application for empanelment with NISG - <org / individual name> <date>”
 6. Do not change the format of the “*Summary of profile*”
-

Dated: < >

To,
The Chief Executive Officer,
National Institute for Smart Government
5th Floor, MTNL Building,
9 CGO Complex, Lodhi Road
New Delhi – 110003

Dear Sir / Madam,

Sub: Application for empanelment with NISG

We have read and understood the document “A Guide to empaneling with NISG-2024” and are desirous of seeking empanelment with your esteemed organization. We are pleased to submit the attached summary profile as required by your process.

We will be happy to provide supporting documentation and any additional information, if required by you.

We / I hereby declare that all the information and statements made in the summary profile are true and accept that any misrepresentation contained in it may lead to our / my disqualification.

Sincerely,

Signature of authorized signatory

Name

Designation

Summary of Profile

BASIC INFORMATION:

Name of the organization / individual	Address for correspondence	Name of the contact person	Email, Telephone, Mobile, Fax number	Ever blacklisted by Government of India or any other government agency? (if yes, please give details at the end of this sheet)	No. of recruitments executed / executing for NISG? (Fill Table-1)

Areas of work	State the names of a few major customers and / or projects (being) executed in this area / domain and the areas of work (write NOT APPLICABLE if you are not applying for this area)	
Recruitments	IT Consultants (with specialization) Management Consultants (with key skills) Othe professions (for example, Auditors etc.)	
Domain of expertise (state all applicable domains)		

PROFESSIONAL INFORMATION:

Date of incorporation	Years in operation (for corporate)	Domain / industry sector	Years of experience in the domain area
No. of recruitments executed in last two years	Aggregate Order value in crores of Indian rupees	Number of recruiters employed in India (Full time regular employees only)	*Average Turnover of last three financial years in crores of Indian rupees (for organizations only)
*FINANCIAL INFO (in crores of Indian rupees)	2021-2022 (Audited)	2022-2023 (Audited)	
Turnover			
Profit			

* Multi-National companies should give numbers of their Indian business only

Table-1.

History of the recruitments executed with NISG

Sl.No	Name of the Client	Agreement value	Period of Execution	
			From	To

=====END OF DOCUMENT=====

