

**Request for proposal to appoint a Consulting Agency for Payroll Processing & Related Compliance Services for Biotechnology Industry Research Assistance Company (BIRAC)**

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**Disclaimer:** This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at in relation to the Consultancy that may not be accurate.

## CHAPTER I- Request for proposal (RFP)

### i. Background

**Biotechnology Industry Research Assistance Council** (hereinafter known as “BIRAC”) a Government of India Enterprise setup by Department of Biotechnology (DBT), Ministry of Science & Technology registered under Companies Act, 2013 as a ‘Not for Profit Company’. As an interface agency for Department of Biotechnology, BIRAC aims to nurture and promote innovation led research by providing financial, infrastructural, institutional and mentoring support. .

BIRAC being a newly established Public Sector organisation under the Department of Biotechnology Ministry of Science & Technology is still in the process of laying down & implementing Standard Operating procedures for its HR processes & is in the process of gradually recruiting talented people from varied backgrounds at all levels. At present BIRAC has around forty five staff on Contract of Services and around twenty staff on Contract for Services. BIRAC intends to hire a professional Consulting Agency (hereinafter known as “Consultant”) for outsourcing day-to-day administration of existing and ongoing operational network of the manpower and experts.

BIRAC Requests for proposal (RFP) is invited from Consulting Agencies (hereinafter known as “Consultant”) for “[Payroll Processing & Related Compliance Services](#)”.

As time is of essence for putting the system in place in accordance with Audit and Compliance requirements, BIRAC interacted with other Government Agencies and Public Sector Undertakings (PSU) in the National Capital Territory to inquire on such Consultants who had rendered similar type of services to them within the last three years or empaneled with them. Based on the references obtained telephonically, BIRAC hereby proposes the RFP on limited basis addressed to those pre-identified Consultants.

As BIRAC has received reference of yours from other Government Agencies & PSUs for whom you have already carried out similar assignments, it is presumed that you have the minimum requirement expected as qualifying elements set out as hereunder:

- 1) The Consultant should be a registered legal entity.
- 2) The Consultant should not be a loss making entity for all the three preceding financial years i.e. 2011-12, 2012-13 & 2013-14. (Submit corresponding and certified account balance statements)
- 3) The Consultant should have an established office in Delhi NCR
- 4) The Consultant should have been handling Payroll Management & Related Compliance Services for a minimum of 5 years.
- 5) The Consultant was neither blacklisted earlier nor has any legal incapacity to enter into a contract with BIRAC.
- 6) The Consultant should have rendered similar services to or empaneled with atleast one of the Government Agencies or PSU

Interested and eligible Consultants, compliant with the eligibility criteria listed above, may submit their RFP by courier or registered post as indicated below. Relevant proof & Compliance Statement in this regard should be submitted by the Consultant. In the event of non-fulfillment of qualifying criteria, BIRAC will not consider your RFP any further.

**ii. Mode of RFP submission :**

The proposal should be submitted in sealed envelope super scribed as “**Appoint a Consulting Agency for Payroll Processing & Related Compliance Services for Biotechnology Industry Research Assistance Company (BIRAC)**” at the following address on or before 23<sup>rd</sup> February 2015, 1200 Hrs.

**Senior Manager HR & Admin  
Biotechnology Industry Research Assistance Council (BIRAC)  
1st Floor MTNL Building, 9 CGO Complex  
Lodhi Road, New Delhi-110003**

Any proposal received after the deadline for submission prescribed above will be summarily rejected.

**iii. Annexures:**

- 1) Scope of work - Annexure 1
- 2) Cover letter- Annexure 2
- 3) Format for the Proposal- Annexure 3
- 4) Rejection Criteria - Annexure 4
- 5) Format for the Cost Quotation- Annexure 5
- 6) Service and Confidentiality Agreement- Annexure 6

- iv. Period of Contract-** The successful proponent shall be engaged initially for a period of two (2) years for rendering the services on terms of the “Service and Confidentiality Agreement” that will be entered into between BIRAC and the Consultant.

## **CHAPTER II- Instructions**

### **A. Standard Information**

1. Required Proposal Format- The proposal must contain a Covering letter, relevant documents in connection to the qualifying criteria and a detailed Proposal in line with the TOR along with the quotation in the given format. All the pages should be paginated in continuation and the contents should be duly indexed for proper reference.

The envelope containing Proposal documents i.e. Covering letter, relevant documents in connection to the qualifying criteria etc. should be in a sealed cover bearing the following information on the right hand top corner:

- Envelope No. 1 Proposal Document
- RFP No.:
- Proposer's Name:

The cover containing the Price Quotation should be in a separate sealed cover bearing the following information on the right hand top corner:

- Envelope No. 2 Price Quotation
- RPF No.:
- Proposer's Name:

**11.1.3** The Proposal Documents and Price Proposal s should then be put together in another (larger) envelope bearing the following details and the address of BIRAC:

- RPF No.:
- Proposal closing Date:
- Proposer's Name:

#### **I) Discretion of BIRAC**

- i. BIRAC reserves the right to reject any or all the RFPs for the proposed assignment without assigning any reason whatsoever.
- ii. BIRAC also reserves the right to reject any proposal if:
  - It is not in the given format
  - At any time, a material misrepresentation is made or uncovered, or
  - The Consultant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

II) The cost for preparing RFP including visits by the Consultant is not reimbursable.

III) Governing terms and conditions

The selection and engagement of the Consultants shall be governed by the Request for proposal (RFP) and the assignment shall be governed by the terms and conditions of the "Service & confidentiality agreement" that will be entered into between BIRAC and the successful proponent.

**B. Assignment Specific Information**

a. Evaluation of the RFPs:

The evaluation of all the RFPs will be done on a single stage (Cost basis) on the same day as determined by the RFP Evaluation Committee. The proposals will be verified on the basis of the documents submitted in support of the PQC. Further, the proposals will be examined based on the rejection criteria as mentioned in Annexure 04.

The price quotes of the qualified proposals will be opened wherein the lowest in the terms of estimated cost will be treated as Lowest Evaluated Cost (L-1). Such Consultant will be invited for negotiations if required and can be recommended for award of assignment.

**PS: An authorised representative of the proposer shall be present for any clarifications, if required.**

b. Warranties of the Consultant

The Consultant shall warrant that he is under no contractual restrictions or legal disqualifications or other obligations which will prohibit it/him from entering into this consultancy assignment and that the statement and particulars herein contained in this RFP and in the relevant and supporting documents to this agreement are correct.

c. Corrupt or Fraudulent Practices

The Consultants should observe the highest standards of ethics during the application and execution of the assignment. In pursuance of this policy, BIRAC defines the terms set forth as follows:-

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

"Fraudulent Practice" means a misrepresentation of facts, in order to influence a procurement process or execution of a contract to the detriment of BIRAC, and includes collusive practice among Consultants (prior to or after Proposal submission), designed to establish Proposal prices at artificial non-competitive levels and to deprive BIRAC of the benefits of the free and open competition.

**Annexure-1**

**Scope of Work:**

**The Consultant shall Manage/administer the payroll in compliance with all statutory requirements including but not limited to the following activities;**

- a) Design and develop salary structure based on the remuneration scales provided by BIRAC and the corresponding Payroll Schedule.
- b) Provide comprehensive Payroll Management Software to streamline processes & fasten turnaround time
- c) Take appropriate inputs and provide specific templates for direct upload of input data to the payroll system. The templates should be compatible with standard Enterprise Resource Planning (ERP) tool as BIRAC is in the process of implementing an ERP System in the near future.
- d) Adherence of all statutory requirements with regard to PF, TDS, income tax, etc.as applicable.
- e) Conduct periodic variance checks and submit reports on deviations to BIRAC
- f) Develop the confidentiality or non-disclosure policy for Payroll management
- g) Develop the report generation and transmission module and implement it.
- h) Devise the comprehensive feedback mechanism and reconciliation process
- i) Manage the reimbursements, claims, tax forecast, investment declarations, expert honorariums etc.
- j) Develop the alert modules and methods for investment declarations, statutory compliances etc. to lower the risk related to compliances and penalties
- k) Submit monthly cash flow statement and certified statements of expenditure on Quarterly basis
- l) Provide a dedicated Employee Helpdesk or one point contact (e-mail ) for resolution of staff's queries pertaining to payroll processing
- m) Disburse the payments and issue relevant forms to the staff such as Form 16, Form 16A etc.
- n) Provide the "Full and Final "settlement process in the event of resignation, termination, superannuation etc for payments, receipts, taxes or other dues.
- o) Assist BIRAC in responding to CAG or statutory queries related to Payroll.

## Request for Proposal- Payroll Processing & Related Compliance Services

- p) Provide the back up of payroll data (including pay registers, pay slips, tax report, Form 16, etc.) on a tape/CD/ DVD after close of the financial year.
- q) Maintain all our payroll related documents in an orderly manner in files and keep it in safe custody.
- r) Share the budget advisory, change in rate of statutory recovery etc. and conduct tax planning sessions accordingly.
- s) Align with BIRAC's HR / Finance & accounts Team to ensure correct and timely management of Payroll.
- t) Manage Specific Compliances related to Foreign Contributions
- u) Devote a minimum of half a day in a month to monitor all the compliances & provide feedback to the Management.
- v) Provide Guidance & support for Compliance with applicable laws related to Grant giving Organisation
- w) Maintain strict confidentiality of payroll information except as provided for disclosure in the management framework
- x) Allow access and extend full cooperation to BIRAC or its authorized person(s) /agency to examine accounting records during the course of the Agreement or later , as deemed necessary by BIRAC
- y) Undertake any other ancillary or incidental tasks

**Format for Covering Letter**

(On the Letter head of the Consultant)

Date:

To

**Senior Manager HR & Admin,  
Biotechnology Industry Research Assistance Council,  
1st Floor MTNL Building, 9 CGO Complex  
Lodhi Road, New Delhi-110003**

**Sub: RFP for Appointing a Consulting Agency for Payroll Processing & Related Compliance Services for Biotechnology Industry Research Assistance Company (BIRAC)**

Dear.....,

Having reviewed and fully understood all of the requirements of the RFP Document and information provided, the undersigned hereby submits the RFP for the assignment referred above.

The Consultant fulfils all the qualifying criteria and the relevant proof in this regard are placed herewith for consideration.

The RFP containing the in a single sealed envelope with the details as per the requirements for your evaluation is enclosed herein.

It is further declared that;

- i. The Consultant is under no contractual restrictions or legal disqualifications or other obligations which will prohibit from entering into this RFP or which will interfere with the execution of this assignment; and
- ii. The statement and particulars herein contained in the RFP are correct and verified.

.....

Signature

Name:

Seal:



**Format for Proposal**

(NOTE: Use discretion in accordance with the particulars stated herein and enclose relevant documents where ever applicable)

<b>1. Summary and Contact Information:</b>		
Name of Proponent		
Name of Contact Person for this Proposal		
Address		
Phone		
Email Contact		
<b>2. Areas in which Consultant has expertise:</b>		
S.No	Area (s)	Details
<b>3. Organizational Profile:</b>		
Please provide a brief description of the organization. Please include the following information:		
(1) Mandate, Mission or Vision statement.		
(2) Organisation Structure		
(3) Legal status (Year and country of incorporation / Registration)		
(4) Membership / Awards		
(5) Empanelment's		
<b>4. Technical and Manpower Capacity:</b>		
Please provide a brief description of the technical and manpower capacity and capability of the organization, relevant to areas of focus of this assignment.		
<b>5. Details of Past and Ongoing Projects (Experience Statement):</b>		
Provide details of past 5 years		
<b>6. Additional Information for Consideration:</b>		
Information if any on related aspects such as references etc.		
<b>7. Attachments</b>		
Please enclose the following :		
1. Registration Certificate/ Document with regard to legal status of the agency		
2. Organizational profile		
3. CVs of key professionals proposed for undertaking the assignment		
4. VAT / Service Tax clearance certificate for the previous year		

## Request for Proposal - Payroll Processing & Related Compliance Services

It is hereby certified that the particular provided above are correct and nothing material has been concealed there from.

Name of Authorized Officer to Submit Proposal:

Title:

Organization:

Signature with Seal

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Date

**Annexure - 4**

**Rejection Criteria:**

The activities proposed hereunder should specifically cover the activities stated under the scope of work (more than one activity can be clubbed together but none should be omitted.) Omission of any element stated under scope of work can lead to non-consideration of the quotation for the purpose of this limited Proposal .

<b>S.No</b>	<b>Activities proposed in accordance with the Scope of Work</b>	<b>Expected outcome/Deliverable</b>

**P.S- Proposals should be submitted as per the instruction in Clause NO. 1 under Standard Instructions**

**Proposals which satisfy the above mentioned criteria will be subsequently considered for opening of cost quotation.**

**Annexure 5****Format for the Cost quotation**

**Note: The Quotation should include the taxes for remuneration and reimbursable**

The total price offer (in Indian Rupees) for entire scope of Services to be rendered including remuneration and reimbursable expenses payable, milestones and corresponding cost estimate. For the purpose of evaluation, the total cost shall include all taxes and duties on the amount payable by BIRAC to the Consultant and other reimbursable expenses.

<b>S.No</b>	<b>Activities proposed in accordance with the Scope of Work</b>	<b>Expected outcome/ Deliverable</b>	<b>Corresponding Quotation (in INR )</b>

**Annexure 6**

**SERVICE AND CONFIDENTIALITY AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at New Delhi BY and BETWEEN the Biotechnology Industry Research Assistance Council, a Government of India Enterprise having its office at 9, CGO Complex, MTNL Building, 1<sup>st</sup> floor, Lodi Road, New Delhi – 110003 hereinafter referred to as “BIRAC” (which expression shall wherever the context so admits include its successors and assignees) of the First Part

AND

\_\_\_\_\_, having its registered office at \_\_\_\_\_, hereinafter referred to as the “Consultant” (which expression shall wherever the context so admits include its employees, administrators and permitted assignees) of the Second Part

WHEREAS all the parts are hereinafter referred to as “Parties”;

All Annexure to this Agreement shall be integral part of this Agreement.

NOW THEREFORE, the parties hereby agree to be bound by the provisions set out in this agreement.

**1. INTERPRETATION**

- i. Confidential Information: “Confidential Information” means all information (whether in oral, written or electronic form) relating to BIRAC, matters related to BIRAC’s corporate affairs, minutes of the meeting(s) payroll information, internal tax calculation and planning, , management framework, compliance information for statutory compliance, foreign contributions, related Human Resource information, organisational finance and account information or other agnate materials including any notes or summaries derived from those materials of the Disclosing Party and confidential information received by the Disclosing Party from third parties, but excludes any information that: (1) was lawfully in the possession of the Recipient before receiving it from the Disclosing Party; (2) is provided in good faith to the Recipient by a third party without breaching any rights of the Disclosing Party or any other party; (3) is or becomes generally available to, or accessible by, the public through no fault of the Recipient; (4) is independently developed by the Recipient without use of the disclosed Confidential Information or (5) is required by public authority, by law or decree.

- ii. Words importing the singular numbers shall include the plural number and vice versa.
- iii. Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.

## 2. TERMS OF EMPANELMENT

- i. The Consultant shall be entitled to the fees and reimbursement for all pre-approved expenses incurred in the performance of the Duties, upon submission and approval of written statements and/or receipts in accordance with the then regular procedures of the BIRAC.
- ii. The Consultant shall be empanelled for a **period of two (2) years from** the date of execution of the present agreement.
- iii. BIRAC reserves the right to assign the tasks to any of the Consultant. BIRAC also reserves the right to award the work to any other agency, not necessarily empanelled with BIRAC.
- iv. This empanelment does not constitute and will not be deemed to constitute an exclusive commitment/ arrangement between BIRAC and the Consultant.

## 3. RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall;

- i. discharge its duties, responsibilities and execute its activities in furtherance of the scope of work as given in Annexure-1.
- ii. be solely responsible for determining all matters of detail as to the manner in which a specific assignment is done with an objectively acceptable quality.
- iii. undertake necessary liaison work as may be required from time to time with the officials of the concerned departments.
- iv. comply to the best of the technical /scientific knowledge, statutory, regulatory and safety guidelines established by the Government of India and BIRAC while performing the services.
- v. take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the disclosing party including discussion of the Confidential Information in any public forum which includes formal and informal discussions.
- vi. comply with all applicable laws, rules and regulations and shall not indulge in any act, which constitutes an offence or a corrupt practice under the Indian laws.
- vii. practice Chinese wall or Firewall policy within to deal with contrary interests or with confidential information.

## 4. CONFIDENTIALITY

The Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Process under this Agreement for any purpose other than in accordance with this Agreement. It shall be the responsibility of both the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in related activities.

**5. RETURN OF MATERIALS**

Upon the conclusion of the task the Consultant undertakes to return or destroy materials containing Confidential Information in physical form handed over by the BIRAC in relation to the services or which was generated by the Consultant in the course of providing the services.

**6. EARLY TERMINATION OF THE TERM**

This Agreement may be terminated without cause by either party upon not less than thirty (30) days prior written notice by either party to the other. BIRAC can terminate the agreement if the Consultant voluntarily ceases performing the Duties or “for cause”, in case of any material breach of the terms agreed to. Any termination “For Cause” shall be made in good faith by the BIRAC. Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations to maintain confidentiality.

The financial liability shall cease as of such termination date. Upon termination the Consultant shall return all Confidential Information, as hereinafter defined, and copies thereof.

**7. WAIVER AND ASSIGNMENT**

Any waiver by the BIRAC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. The Consultant shall not have the right to assign the rights or obligations under this Agreement without the prior written consent of BIRAC.

**8. EFFECT OF THIS AGREEMENT**

- i. The duty of secrecy under this agreement will commence on the Effective Date and will subsist till three years after completion of the task or till such time the confidential information falls into the public domain whichever is earlier.
- ii. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
- iii. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

**9. DISPUTE RESOLUTION**

In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Agreement, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of the Managing Director, BIRAC.

**10. NOTICE**

Any notices, consents, objections, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent by registered post, return receipt requested, to the addresses of the parties set forth in the heading to this Agreement. Either party may designate, by notice, a change of address hereunder.

**11. SEVERABILITY**

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**12. GOVERNING LAW**

This Agreement shall be construed in accordance with and governed for all purposes by the laws of India applicable to contracts executed and wholly performed within such jurisdiction.

**13. AMENDMENTS OR WAIVER**

No amendment or waiver of this Agreement is binding unless agreed to in writing by the parties.

**14. NO OTHER RELATIONSHIP**

The Consultant agrees that all Services will be rendered as an independent contractor and that this Agreement does not create an employer-employee relationship or business partnership between the parties.

WHEREFORE, the Parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

For Consultant	For BIRAC
Authorised Signatory name:	Authorised Signatory name:
Sign	Sign



Request for Proposal - Payroll Processing & Related Compliance Services

Designation	Designation
Address	Address
Official Seal	Official Seal