



सत्यमेव जयते
राजस्थान सरकार



*Skilling Youth
Enriching Livelihoods*

**Rajasthan Skill and Livelihoods
Development Corporation**

**RFP for Selection of Agency to Conduct & Organize
Job Fairs under DDU-GKY Scheme**



NOTICE INVITING TENDER
FOR

Selection of Service Provider for Organizing Job Fairs for Preliminary
job offer of Unemployed Youth of Rajasthan State

No. RSLDC/Job Fair/2022-2023/2030

Dated 06/06/2022

The Government of Rajasthan through its Department i.e., Rajasthan Skill & Livelihoods Development Corporation (RSLDC) invites Technical and Financial proposals from Service Providers of National and International repute for "Organizing Job Fairs for Preliminary job offer of Unemployed Youth of Rajasthan State", as detailed in the Scope of Work in this Tender document.

The document can be downloaded from the website <http://eproc.rajasthan.gov.in>. Response to this Tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties.

Issuer:

Managing Director,
Rajasthan Skill & Livelihoods Development
Corporation (RSLDC), EMI Campus, Jhalana
Institutional Area, Jaipur-302004
(Rajasthan)

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DISCLAIMER

The information contained in the Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Rajasthan Skill & Livelihoods Development Corporation (RSLDC), Government of Rajasthan, is provided to Bidders on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by RSLDC to the prospective Bidder(s) or any other person.

The purpose of this RFP is to provide interested Service Providers/Bidders with information that may be useful to them in the formulation of their Proposals in pursuant to this RFP. Information provided in this RFP to the Service Providers is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RSLDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion in the law expressed herein.

This RSLDC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP. RSLDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of the RFP does not imply that RSLDC is bound to select any Bidder or to appoint the Service Provider, as the case may be, for the Project and RSLDC reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by RSLDC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and RSLDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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1. DEFINITIONS

- a. "RSLDC" means Rajasthan Skill & Livelihoods Development Corporation, Government of Rajasthan who has invited the bids for Selection of Service Provider for Organizing Job Fairs in the State for Preliminary job offer of Unemployed Youth of Rajasthan State, with whom the selected Service Provider signs the Contract for the services as per the terms and conditions of the contract;
- b. "Bidder(s)" means any entity or person or associations of person who submit their proposals that may provide or provides the Services to RSLDC as Service Provider under the Contract;
- c. "Service Provider" means one or more than one Bidder selected to execute the project;
- d. "Contract" means the Contract /Agreement signed by the Parties for this Project;
- e. "Day" means calendar day;
- f. "Government" means the Government of Rajasthan;
- g. "State" means the State of Rajasthan;
- h. "Instructions to Bidders" means the document which provides the intended Service Provider(s) with all information needed to prepare their proposals;
- i. "Proposal" means the Technical Proposal and the Financial Proposal;
- j. "Request for Proposal (RFP)" means the Tender document issued for the purpose;
- k. "Job Fair" means the organizing of 'event' at various locations throughout the State for preliminary job offer of unemployed youth;
- l. "Project" means the assignment/job for preliminary job offer of unemployed youth through Job Fairs in the State in pursuant to the Contract;
- m. "Targeted Youth" means the youth of the State whose preliminary job offers are to be done through this Project and who are having valid Rajasthan residence/address proof issued by the Central/State Government authority such as driving license, voter card, ration card, passport etc.
- n. "Preliminary job offer" means the unemployed youth/candidate receives a formal job offer, which is full time (on rolls) employment with the organization employing him or is offered contractual job offer.
- o. "Service Level Agreement (SLA)" means the contract between RSLDC and the Service Provider SLA defines the terms of the Service Provider's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement;
- p. "Letter of Acceptance (LoA)" means the Bidders whose proposals are accepted via issuance of RFP;

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2. FACT SHEET AND KEY TIMELINES ABOUT THE PROJECT

1	Tender No.	RSLDC/Job Fair/2022-23/2030 dated 06.06.2022
2	Name of the Work/Project	"Selection of Service Provider for Organizing Job Fairs for Preliminary job offer of Unemployed Youth of Rajasthan State"
3	Name of the issuer of this Tender	Managing Director, Rajasthan Skill & Livelihoods Development Corporation
4	Date of issue of Tender Document	06/06/2022
5	Date for sending Pre Bid Query	13/06/2022 on e mail- GM1.RSLDC@gmail.com
6	Pre-Bid Meeting	15/06/2022 at 03:00 P M at RSLDC office.
7	Publishing of Pre-Bid queries	16/06/2022 on website http://eproc.rajasthan.gov.in and http://livelihoods.rajasthan.gov.in
8	Last Date for Submission of Bid	27/06/2022 up to 06:00 P.M.
9	Date of Technical Bid Opening	28/06/2022 at 12:30 P.M.
10	Date of Financial Bid Opening	To be informed later
11	Mode of Financial Bid Opening	Online
12	Address of Communication	Managing Director, Rajasthan Skill & Livelihoods Development Corporation (RSLDC), Jhalana Institutional Area, Jaipur-302004 (Rajasthan)
13	Earnest Money Deposit (EMD)	2% of tender value EMD shall be deposited through Demand Draft in favor of RSLDC payable at Jaipur
15	Processing Fee (Non-Refundable)	Rs. 1180/- (Rupees only) The processing fee shall be deposited through Demand Draft in favor of MD, RISL payable at Jaipur.
16	Bid Document fee	Rs. 20,000/- (Rupees twenty thousand only) shall be deposited through Demand Draft in favor of RSLDC payable at Jaipur
17	Availability of Tender Document	Tender document can be downloaded from http://eproc.rajasthan.gov.in and www.livelihoods.rajasthan.gov.in
18	Validity of Proposal	Proposals must remain valid 90 days after the submission date.

19	Method of Selection	QCBS
20	Bid Submission	Bid Submission will be online through single e-Procurement portal http://eproc.rajasthan.gov.in only.
1	Project Cost and duration	Rs. 32.95 Cr.(Including GST)(Rs. 1 lakh per block and Rs. 50,000/- per GP) Work order will be issued as per budget available in phase 1 and further will be extended in coming phase(s).

Note:

1. The date of opening of the financial bids will be intimated to the qualified Bidders before the due date through e-mail or telephone.
2. RSLDC reserve the right to change any schedule of bidding process.
Please visit <http://eproc.rajasthan.gov.in>

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3. BACKGROUND INFORMATION

3.1 Rajasthan Skill & Livelihoods Development Corporation (RSLDC)

The RSLDC was incorporated as Section 25 Company, a Not for Profit company, on 17th August, 2010 with the Chief Secretary as the Chairman of the Company. As part of its major action, it established skill Training mechanism by involving training partner agencies to execute the training program across the State. Currently in the state, RSLDC is running five schemes, of which two are Central managed and two are State managed, they are as under:

1. Deen Dayal Upadhyay Gramen Kaushalya Yojana (DDU GKY)
2. Pradhan Mantri Kaushal Vikas Yojana (PMKVY - CSSM)
3. Mukhya Mantri Kaushal Vikas Yojana (MMKVY)
4. Mukhya Mantri Yuva Sambal Yojana (MMKVY)
5. IM-Shakti.

3.2 Focus Area and Objective of the Tender

To give impetus to employment initiatives in the State, RSLDC intends to select Service Provider for Organizing Job Fairs to offer job opportunities for the Unemployed Youth of Rajasthan State. The Project is a major initiative taken by the State with an aim to improve preliminary job offer rate of Unemployed Youths of the State.

It is of paramount importance that the selection of Service Provider mandates Organizing Job Fairs and assured Preliminary job offer opportunities for Unemployed Youth of Rajasthan State in various job sectors/job roles.

Although when this Support activity was approved in EC meeting under DDU-GKY scheme by MoRD, it was considered that number of blocks and GPs in the state of Rajasthan were 295 and 6000 respectively but as on date there are 352 Blocks and more than 11000 Gram Panchayats in the state of Rajasthan. Therefore, at the time of issuance of work order RSLDC shall direct the successful bidder to complete all the blocks and selected GPs.

Selection of Service Provider shall be based on Technical & Financial bid as specified in the Tender document.

In pursuant to this RFP, the Agency/Bidder selected as Service Provider for the purpose, will be responsible for Organizing Job Fairs in the State along with assured employment to the unemployed youth of the State. However, the selected Service Provider will be provided all the services covered under the scope of work, as mentioned in this Tender document.

Other than the approved rates for organizing Job Fairs in the State, the RSLDC shall not bear any kind of financial liability, over and above the prescribed limit of expenditure.

The selected Service Provider shall fulfill all relevant requirements of applicable Central/State Government Acts & Rules, Notification/ Amendments made thereof.

3.3 Eligibility Criteria

The Bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the Tender document. The Bidder must also possess the technical know-how and the financial wherewithal that would be required for successfully providing services sought by the RSLDC for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all Bidders who qualify the eligibility criteria (prequalification bid) as given below:

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Bidder Agency/ Company/ Organization	<p>The bidder should be registered in India under the Companies Act, 1956/2013 OR a firm registered under the Partnership Act, 1932 OR Limited Liability Act 2008, OR Proprietorship firm, OR Trust Registration Act, 1882 OR Central/State Societies Registration Act; (JV / Consortium of maximum any two legal entities shall also be allowed)</p>	<p>Certified copy of Registration certificate, as applicable. The entity should have MSME registration from last 3 years. (In case of JV / Consortium, documents of both the firm shall be evaluated.)</p>

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2	Agency/ Bidder Turnover	The bidder should have a minimum annual turnover of Rs. 10 Crores from each of the three Financial years (FY 19-20, FY 20-21 and FY 21-22)	Certified extracts from the audited Balance sheet and Profit & Loss Account (by certified Chartered Accountant).
3	Bidder Positive Net Worth	The bidder should have positive net worth in each of the three Financial Years (as on year ending on 31 st March 2020, 2021 & 2022)	Certified extracts from the audited Balance sheet and Profit & Loss Account (by certified Chartered Accountant).
4	Bidder Experience and Technical Capability	Organizing at least 03 Job Fairs during (FY 19- 20, FY 20-21 and FY 21-22)	Certified copy of Letter of Intent (LoI)/ Letter of Acceptance (LoA) / Work Order (WO) / Agreement / Client certificate / Invoice / Payment receipt.
5	Blacklisting of Bidder Agency/ Agency/ Company/ Organization	The bidder should not have been black listed or conflict of activities by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on bid calling date. Self-Certificate declaring that the bidder is not black listed is to be enclosed.	Self-Declaration Certificate that the bidder is not blacklisted. (Certificate duly signed by the authorized signatory on its letter head).
6	Authorized Representative from Bidder	A Power of Attorney / Board resolution in the name of the person signing the bid.	Copy of Power of Attorney/ Board Resolution.
7	EMD	2% of Tender value	EMD shall be deposited through Demand Draft (DD) Payable at Managing Director, RSLDC Jaipur
8	Machinery Requirement	Sufficient machinery and tools to build set up for Job fair should, preferably, be available with the bidder at the of Job fair such as Tent, Tempo traveler, Loading tempo, Tractor, Drill Machine etc.	-

Note:- (i) Only those Bidders who meet the pre-qualification criteria specified above will be eligible to respond to this Tender. The Bidder's pre-qualification proposal shall contain the relevant information & supporting documents to substantiate the eligibility of the bidder vis-à-vis the pre-qualification criteria. The documents submitted shall be verified by RSLDC.

4. INSTRUCTIONS TO THE BIDDERS

4.1.1 General

- a) In this RFP document every effort has been made to provide comprehensive and accurate background information, requirements and specifications, but the Bidders must form their own conclusions about the consulting services required. Bidders and recipients of this Tender may wish to consult their own legal advisers in relation to this Tender.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the Project by the RSLDC on the basis of this Tender.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the RSLDC. Any notification of preferred bidder status by RSLDC shall not give rise to any enforceable rights by the Bidder. RSLDC may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of RSLDC.
- d) RSLDC, at any time, may increase/decrease the value of the contract.

4.1.2 Compliant Tenders/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other bidders are advised to study all instructions, forms, requirements, appendices and other information in the Tender documents carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this Tender document.
 - ii. Include all supporting documentations specified in this Tender document.

4.1.3 Pre-Bid Meeting & Clarifications

4.1.3 (A) Bidders Queries:

- a) RSLDC shall hold a pre-bid meeting with the prospective Bidders on date, time and address mentioned in Fact Sheet of this Tender document.
- b) The two (02) authorized representative of interested organization may attend pre-bid meeting at their own cost after giving prior written intimation to the Managing Director of RSLDC.
- c) Pre-bid queries of only those bidders will be responded who have registered themselves on or before response of pre-bid queries is released.
- d) Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications along with the registration.
- e) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to RSLDC by email (excel file only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the bidder.
- f) The queries should necessarily be submitted in the following proforma:

Sr. No.	Tender Document Reference(s)/Section & Page Number(s)	Content of Tender requiring Clarification(s)
1		
2		
3		
4		
5		

- g) Bidders must confirm their participation in advance. RSLDC shall not be responsible for ensuring that the Bidder's queries have been received by them.
- h) Any requests for clarifications post the indicated date and time may not be entertained by RSLDC.

The purpose of the meeting is to provide Bidders information regarding the Tender, project requirements, and opportunity to seek clarification regarding any aspect of the Tender and the Project. However, RSLDC reserves the right to hold or re-schedule the Pre-Bid meeting.

4.1.3 (B) Responses to Pre-Bid Queries and Issue of Corrigendum

- a. RSLDC will endeavor to provide timely response to the queries. However, RSLDC makes no representation or warranty as to the completeness or accuracy of any response made in neither good faith, nor does RSLDC undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, RSLDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by a corrigendum.
- c. The corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website <http://eproc.rajasthan.gov.in>
- d. Any such corrigendum shall be deemed to be incorporated into this Tender document.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, RSLDC may, at its discretion, extend the last date for the receipt of Proposals.

4.1.4 Key Requirements of the Bid

4.1.4 (A) Right to Terminate the Process

- a) RSLDC may terminate the Tender process at any time and without assigning any reason. RSLDC make no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This Tender does not constitute an offer by RSLDC. The bidder's participation in this process may result RSLDC selecting the bidder to engage towards execution of the contract.

4.1.4 (B) Tender Processing Fees

Bidder needs to pay INR 1,180 (non-refundable) for document processing through Demand Draft (DD) during bid submission In the name of MD, RSLDC.

4.1.4 (C) Earnest Money Deposit (EMD)

- a) EMD shall be deposited through Demand Draft (DD)
- b) EMD of all unsuccessful bidders would be refunded as per applicable provisions by DD.
- c) EMD amount is interest free and will be refunded to the unsuccessful bidders without any accrued interest on it.
- d) The EMD may be forfeited:
- ii. If a bidder withdraws its bid during the period of bid validity.
 - iii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this Tender.

4.1.4 (D) Submission of Responses

For bidding submission process, the specified PDF document shall be downloaded along with this tender.

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4.1.4 (E) Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this Tender document.

4.2 Preparation and Submission of Proposal

4.2.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the Tender process, including, but not limited to, costs incurred in conduct of informative & other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RSLDC to facilitate the evaluation process, & in negotiating a definitive contract or all such activities related to the bid process.

RSLDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.2.2 Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.3 Evaluation process

- a) Procurement Committee to evaluate the responses of the Bidders.
- b) The Proposal Evaluation Committee constituted by the RSLDC shall evaluate the responses to the Tender and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the Tender shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in his Tender.

4.3.1 Tender Opening

Received bids will be opened online. Participated bidders can be present online through portal <http://eproc.rajasthan.gov.in>.

4.3.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of opening of Tender.

4.3.3 Tender Evaluation

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals;

- a) are not submitted in as specified in the Tender document.
- b) received without the Letter of Authorization (Power of Attorney).
- c) are found with suppression of details.
- d) with incomplete information, subjective, conditional offers and partial offers submitted.
- e) Submitted without the documents requested in the checklist.

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- f) have non-compliance of any of the clauses stipulated in the Tender document.
- g) with lesser validity period.

All responsive Bids will be considered for further processing as below:

Proposal evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this Tender document. The decision of the Committee will be final in this regard.

- a) Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b) RSLDC may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- c) Further, the scope of the evaluation committee also covers taking any decision with regard to the Tender Document, execution/ implementation of the Project including management period.
- d) Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The bidders' representatives who are present shall sign to mark their presence as evidence of their attendance.

Proposal document shall be evaluated as per the following steps:-

- a) Preliminary Examination of Pre-qualification/Eligibility Criteria documents: The Pre-qualification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the qualification or eligibility criteria specified in various sections of this Tender document will be rejected and will not be considered further.
- b) Evaluation of Document: A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender document. Bids received would be assigned scores based on the parameters defined in the table below.

All supporting document submitted in support of Eligibility and Technical

Evaluation matrix should comply the following:-

- a) Soft copies of supporting documents to be submitted on online portal. However RSLDC may ask for certified hard copies in quality print as and when required.
- b) Supporting document should clearly indicate value of the completed project and the scope of work/ services should be clearly highlighted.
- c) Completion certificate should clearly indicate the value and execution plan of the project.
- d) In case of Bidder is having Non-Disclosure Agreement (NDA) with their client no such experience will be counted (if agreement copy not submitted).
- e) Incomplete copies submitted by the bidder will not be considered for evaluation.

Bidders failing to comply any of the above then the Bid will be summarily rejected.

4.4 Technical Evaluation Criteria

The Tender Evaluation Committee (TEC) will evaluate the Technical Proposals of the Pre-Qualified bidders as per the following criteria.

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Sr. No.	Criteria	Max. Marks	Method of Allocating Marks (All additional marks are subject to maximum marks of the criteria)	Required Documents for Eligibility
A	Financial Capability (Total Number of Marks =20)			
1	Financial Capability	20	<p>Minimum turnover of Rs. 10.00 crores from operations in the last three financial years each (FY 2019-20 FY 2020-21 and FY 2021-22) = 10 marks</p> <p>Every additional turnover of Rs. 5 Crores in FY 2021-22 = additional 2 marks</p>	Certified copy of the audited Profit and Loss account Account/Balance Sheet of the last three financial years (by certified Chartered Accountant)
B	Past Experience and Capability (Total Number of Marks=80)			
2	2 (a) Number of candidates provided job offers in FY 2019-20, 2020-21 and 2021-22 for any state or central Govt. or for company/organization with annual turnover of Rs. 2 crore and above.	20	<p>Job Offer of 500 candidates = 05 marks</p> <p>Every subsequent/additional Preliminary job offer of 100 Candidates = additional 01 mark</p>	Certified copy of Letter from employer in prescribed format, as per annexure- XII.

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2 (b) Existing tie-up with Companies/Organizations with annual returns and Audited Balance sheet of Rs. 20 crore.	20	Minimum 20 tie-ups of 20 crore turnover company = 15 marks Every subsequent/additional tie-ups = additional 01 marks	Certified copy of Tie-up letters/ LoI/ Agreement/ Memorandum of Understanding (MoU) with companies/ organizations
2 (c) Experience of conducting Job Fairs for any State/ Central Government Department during FY 2019-20, 2020-21 and 2021-22	20	05 job fairs organized= 10 marks Every subsequent/additional job fair = additional 02 marks	Certified copy of LoI /LoA/ WO/ Agreement/ Client certificate/Invoice /Payment receipt
2 (d) Experience of conducting job fairs for entities other Than Central/State Government Department during 2019-20, 2020-21 and 2021-22 with annual turnover of 2 crore.	20	03 job fairs organized= 10 marks Every subsequent/additional job fair = additional 02 marks	Certified copy of LoI/ LoA/ WO/ Agreement/Client certificate/Invoice /Payment receipt
Total	100 (A+B)		

Evaluation of Financial Bid:

- 1) The Financial bids of only technically successful Bidders whose bids have been awarded 50 or more marks in aggregate by the committee will be opened.
- 2) The evaluation will be carried out if financial bids are complete and computationally correct.
- 3) The Bidder, in the financial proposal, quoting the lowest price/rate for the project will be termed as L-1 for further consideration for Contract. The bidder with the second lowest price/rate will be termed as L-2 and so on.
- 4) The price discovery for the Rate Contract will be determined on the basis of the rates quoted by the L-1 bidder and the negotiations, if any, held with the lowest bidder. However, the rate contract negotiations could be held up to L-3 bidder. In cases, where the L-1 bidder refuses to further reduce his offered price and the L-2 or L-3 bidders come forward to offer a price which is better than the price offered by L-1 bidder, the bidder whose price is accepted becomes the L-1 bidder. However, in such a situation, the original L-1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the L-1 bidder.
- 5) On determination of the price discovery pursuant to the above process, a counter-offer would be made to all such eligible bidders for acceptance of the discovered/offered price.
- 6) The bidders, agreeing to accept the counter-offer of the discovered price following the above process, may be approved on the Rate Contract.
- 7) Multiple bidders may be selected as per rule 74 of the RTTPP rules, 2013.

4.5 Eligibility Criteria for Prequalification, Technical & Financial Proposal

(A) Technical Proposal

For Pre-qualification and Technical bid, the document shall be as per eligibility criteria specified under Section 3.4 & Section 4.4 above, along with the following documentation:

- i. Registration Certificate, as applicable, to verify the existence of Bidder's Agency/Company/Organization, as the case may be.
- ii. Extracts from the audited balance sheet and profit & loss account for the last 03 financial years i.e., 2019-20, 2020-21 and 2021-22 (by certified Chartered Accountant) to verify turnover and net worth of Bidder's Agency/Company/Organization.
- iii. Letter of Intent (LoI)/Letter of Acceptance (LoA)/Work Order (WO)/Agreement/ Client certificate/Invoice/ Payment receipt for Bidder's experience and technical capability.
- iv. Self-declaration certificate that the Bidder is not black listed (duly signed by the authorized signatory on its letter head).
- v. Power of Attorney/ Board Resolution copy in the name of the person signing the bid.
- vi. Proof for deposit of EMD, as Submitted DD.
- vii. Letter from employer, as per prescribed format, to verify the presented number of job offers provided /job seekers.
- viii. Tie-up letters/ LoI/ Agreement/ Memorandum of Understanding (MoU) to verify the existing tie-up with various companies/organizations.
- ix. Letter of Intent (LoI)/Letter of Acceptance (LoA)/Work Order (WO)/ Agreement/ Client certificate/ Invoice/Payment receipt to verify experience of conducting Job Fairs for Central/State Government Departments.
- x. Letter of Intent (LoI)/Letter of Acceptance (LoA)/Work Order (WO)/ Agreement/ Client certificate/ Invoice/Payment receipt to verify experience of conducting Job Fairs for entities other than Central/State Government Departments.

(B) Financial Proposal

Financial Quotation of Price/Rate (in INR) for each type of Job Fair as per Annexure-XV/BoQ.

4.6 Modification and Withdrawal of Bids

The Bidder is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of Bids, by giving a written notice to RSLDC. Subsequent to the last date for receipt of bids, no modification of Bids shall be allowed online.

4.7 Proposal Forms

- i. Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.
- ii. For all other cases, the Bidder shall design a form to hold the required information in an appropriate manner.
- iii. RSLDC shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

4.8 Local Conditions

- i. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- ii. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. RSLDC shall not entertain any request for clarification from the Bidder regarding such local conditions.
- iii. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by RSLDC. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by RSLDC on account of failure of the Bidder to know the local laws/conditions.

4.9 Contacting the RSLDC

Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal. Bidder shall not approach RSLDC employees after office hours and/or outside RSLDC office premises, from the time of the proposal opening till the time the Contract is awarded.

4.10 Eligibility Criteria

The Bidder shall meet the criteria for eligibility mentioned in the Tender document. The bidder must have valid registration certificates which include registration as Company/Organization/Association etc., Labor Laws, Goods and Services Tax and all other related documents as applicable for this Tender.

4.11 Tentative Schedule of Events

Tentative schedule of events regarding this Tender shall be as per the dates and time given in the Fact Sheet.

4.12 Opening of Proposal

First, the envelope containing Earnest Money Deposit (EMD) will be opened offline, and if found, that the bidder has furnished all the documents in the prescribed manner, then the second envelope containing Technical Proposal will be opened online.

The Financial proposal would be opened in presence of technically short- listed bidders. The Evaluation Committee or its authorized representative will open the Tenders.

Sequence of online Bid is as follows:

- a. Earnest Money Deposit (EMD)
- b. Technical
- c. Financial

4.13 Deciding Award of Contract

- i. The Service Provider(s) selected for the purpose will sign the contract as an individual entity and the terms and conditions, as defined in the tender document will be uniformly applicable upon them.
- ii. In case if more than one Service Provider is selected, RSLDC reserves the right to allocate the location for organizing the event to the respective Service Provider after examining their proposals.

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- iii. RSLDC reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The bidder shall furnish the required information to RSLDC and its appointed representative on the date asked for, at no cost to RSLDC. RSLDC may at its discretion, visit the office of the bidder any-time before the signing of Contract.
- iv. RSLDC shall inform those bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be returned unopened after completing the selection process. RSLDC shall simultaneously notify those bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail or fax.
- v. The bidder's name, the Proposal Price/Rate, the and other such details as the DoE may consider appropriate, will be announced and recorded at the opening of bid.
- vi. The approximate number of distinct individuals, whom preliminary job offers provided, shall be 15,000. However, RSLDC may increase/ decrease preliminary job offers provided as mentioned in the contract/ work order during the period of rate validity. The prices/rates shall be valid for a period of One (01) year from date of Contract. However, RSLDC may release additional work order during the period of validity on same Price/Rates.
- vii. RSLDC shall inform those Bidders whose proposals are accepted via issuance of Letter of Acceptance (LoA) in duplicate copy. Bidder shall acknowledge the LoA and return the duplicate copy duly sealed and signed, within seven working days from the issue of LoA by RSLDC.

Special condition for awarding the Contract:

- i. RSLDC will sign the Contract with successful bidder(s) for a period of 12 months.
- ii. RSLDC may extend the Contract for upto another 6 months period, as per cost proposed/cost agreed after negotiation with the selected service provider(s), as the case may be.

4.14 Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential, any information related to this Tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this Tender and shall not be disclosed to any third party for any reason what-so-ever.

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- c. At all time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this Tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the contract.
- f. The successful bidder must maintain absolute confidentiality of the documents/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- g. The successful bidder should not use the employment/preliminary job offer data of the State for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- h. The Bidder must transfer the entire data to RSLDC and shall remove/erase from his custody after completion of the contract period. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- i. The successful bidder shall not disclose to any one, any information marked as confidential and communicated or made available or accessible by them during execution of the work.

4.15 Execution of Contract

After acknowledgement of the LoA by the Service Provider, a performance security of 5% of the contract value has to be deposited in the form of DD in the name of The MD, Rajasthan Skill & Livelihoods Development Corporation (RSLDC), till the completion of the project. The service provider shall sign the contract within Ten (45) working days from the issue of LoA.

4.16 Duration of the Contract:

The Contract shall be initially valid for a period of 12 months from the date of signing of Contract. However, RSLDC may extend the contract on same terms and conditions.

4.17 Terms and Conditions: Applicable Post Award of Contract

4.17.1 Termination Clause

a) Right to Terminate the Process

RSLDC reserves the right to cancel the contract placed on the Service Provider and recover expenditure incurred by RSLDC under the following circumstances:-
The Service Provider commits a breach of any of the terms and conditions of the bid.
The Bidder goes into liquidation, voluntarily or otherwise.

If the Service Provider fails to complete the assignment/project as per the time lines, as prescribed by the RSLDC, it will be treated as a breach of contract. RSLDC reserves its right to cancel the contract in the event of delay and forfeit the balance payable amount as liquidated damages.

In case the Service Provider fails to deliver the services as stipulated in the delivery schedule, RSLDC reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the Service Provider.

After award of the contract, if the Service Provider does not perform satisfactorily or delays execution of the contract, RSLDC reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the Service Provider is bound to make good the additional expenditure, which RSLDC may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

RSLDC reserves the right to recover any dues payable by the Service Provider from any amount outstanding to the credit of the Service Provider, including the pending bills and/or invoking the bank guarantee under this contract.

b) **Consequences of Termination**

In the event of termination of the Contract due to any cause whatsoever (whether consequent to the stipulated term of the contract or otherwise), RSLDC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Service Provider shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Service Provider to take over the obligations of the erstwhile Service Provider in relation to the execution/continued execution of the scope of the contract.

Nothing herein shall restrict the right of RSLDC to invoke RSLDC Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available RSLDC under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.17.2 Penalty

- a) In case successful bidder fails to start to organize job-fairs:

Within 45 days	Rs. 01 Lakh
Within 60 days	Rs. 05 Lakh
Within 90 days	Work Order cancelled.

- b) In case Successful Bidder fails to achieve minimum 25% job offer opportunities data in a particular district then MD, RSLDC may ask the bidder to organize more job-fair to achieve more without any payment. If the bidder fails again then MD, RSLDC may impose a penalty of maximum 10% of the payment for the district.
- c) The successful bidder must ensure 150 & 75 youth registration at each Block & GP level respectively. In case of non-compliance, the payment made shall be recovered for the job-fair, if any. The MD, RSLDC may ask to re-organize the job-fair and if the successful bidder fails again then MD, RSLDC may impose penalty of maximum 10% of the particular job fair.

4.17.3 Dispute Resolution Mechanism

- i. The Bidder and the RSLDC shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

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- b. Matter will be referred for negotiation between Officer nominated by RSLDC and the authorized official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- ii. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Jaipur (Rajasthan) only and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- iii. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this Tender document.
- iv. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the project, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- v. RSLDC may terminate this contract, by giving a written notice of termination of minimum thirty days, to the Service Provider, if the Service Provider fails to comply with any decision reached consequent upon arbitration proceedings in pursuant to above.

4.17.4 Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing, e-mail or Fax.

A notice shall be effective when delivered or tendered to other party whichever is earlier.

4.17.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the Service Provider or RSLDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.

Acts of Central/State Government, including but not limited to war, declared or undeclared priorities, quarantines and embargos etc.

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Any directions issued by the constitutional body of the State or Central Government to which compliance is mandatory and the allocated assignment is liable to be stopped till further orders.

Public unrest, terrorist attack in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or RSLDC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

4.17.6 Failure to agree with Terms and Conditions of the Tender

Failure of the successful Bidder to agree with the terms & conditions of the Tender shall constitute sufficient grounds for the annulment of the award, in which event RSLDC may award the contract to the next best value bidder (L-2) or L-3 who agrees to work with on same rates or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

5. Right of Monitoring, Inspection and Periodic Audit

RSLDC reserves the right to inspect and monitor/assess the progress/performance at any time during the course of the Contract, after providing due notice to the Service Provider. RSLDC may demand, and upon such demand being made, the Service Provider shall provide with any document, data, material or any other information required to assess the progress of the Assignment/ execution of the Contract.

RSLDC shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Service Provider of its obligations/functions in accordance with the standards committed to or required by RSLDC and the Service Provider undertakes to cooperate with and provide to RSLDC / any other Agency/Service Provider is appointed by RSLDC, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Service Provider failing which they may, without prejudice to any other rights that it may have, issue a notice of default.

5.1 RSLDC Obligations

RSLDC representative shall interface with the Service Provider to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

RSLDC shall ensure that timely approval is provided to the Service Provider, where deemed necessary, which should include plans and all specifications related to services required to be provided as part of the Scope of Work.

5.2 Information Security

The Service Provider shall not carry and/or transmit any material, information, layouts, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by RSLDC, without prior written permission from the RSLDC.

The Service Provider shall, upon termination of this Contract for any reason, or upon demand by RSLDC, whichever is earliest, return any and all information provided to the Service Provider by RSLDC, including any copies or reproductions, both hard copy and electronic.

5.3 Indemnity

The Service Provider shall execute and furnish to RSLDC, a Deed of Indemnity in favour of RSLDC, in a form and manner acceptable to the RSLDC, indemnifying DoE from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period out of:

Negligence or wrongful act or omission by the Service Provider or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or

Any breach of any of the terms the Service Provider's Proposal as agreed, the Tender and this Contract by the Service Provider, its team or any agency/ third party.

5.4 Payment Schedule

a) Total Cost of Services

The total cost of the Services payable is set forth as per the Bidder's proposal to RSLDC and as negotiated thereafter. Payments under this Contract shall not exceed the amount specified in Financial Form.

b) Payment Milestones

The successful Bidder shall conduct job fairs at Block & Gram Panchayat Level and submit the invoice for payment when the payment is due as per the agreed terms.

Once a milestone is completed, the successful Bidder shall submit the requisite deliverables as specified in this Contract.

RSLDC shall release the requisite payment upon acceptance of the deliverables.

The payment shall be released as per the work related milestones achieved and as per the specified percentage as below:

Sr. No.	Activities	Payment to be released upon completion of activity	Condition
1	On completion of each Job Fair	60% of the contract amount (for balance contract amount refer sr. no. 2)	On submission of videography; photographs; UC of the event; duly certified details of the Companies participated in the event etc.

2	Preliminary offers provided for each Job Fair	<ul style="list-style-type: none"> • The balance contract amount of 40% for each job fair shall be released on submission of registration & preliminary offer letters data for the job fair. • <u>Note: The number & percentage of preliminary offers for a district (cumulatively for all Blocks & Gram Panchayats of the District) must be equal to OR more than the average number & percentage data of last three years of State Employment Department, GoR for the district</u> • In case of less number & percentage of preliminary offers in a district, payment shall be released on pro-rata basis. <ul style="list-style-type: none"> ○ Zero payment will be made in case of number & percentage of preliminary offers in a district is 0 to 25% of target more than 25% shall be made pro-rata basis of the balance amount of 40%. 	<ul style="list-style-type: none"> • Copy of registration letters of the job seekers. • Comprehensive list of registration of the job seekers. • Copy of job offer letters to the job seekers (along with their residential proof, mobile number & confirmation for receipt of job offer letter to the job seeker) who participated in the respective job fair. The letters shall be duly certified by the Employers as well as the Service Provider. • A comprehensive summary shall be provided as per <u>Annexure-XIII</u>. • A comprehensive summary shall be provided as per <u>Annexure-XIV</u>.
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Note:

- i. In case, if the data for any district is not achieved, then payment shall be adjusted in the coming payments accordingly.
- ii. The successful bidder must ensure to provide data to RSLDC of each job-fair within 15 days from the successful completion of the job-fair.

District	Average (3 years) data as per State Employment Department, Rajasthan		
	Registration	Preliminary Job Offers	Percentage
Ajmer	8193	459	5.60%
Alwar	6300	1681	26.68%
Banswara	4310	716	16.60%
Baran	763	195	25.59%
Barmer	768	167	21.78%
Bharatpur	3744	1660	44.34%
Bhilwara	1188	229	19.28%
Bikaner	3842	640	16.67%
Bundi	2349	463	19.73%
Chittorgarh	1940	589	30.37%
Pratapgarh	715	126	17.67%
Churu	2381	175	7.34%
Dausa	1497	473	31.62%
Dholpur	1866	440	23.60%
Dungarpur	2001	231	11.56%
Hanumangarh	757	115	15.23%
Jaipur	10755	1504	13.98%
Jaisalmer	520	199	38.27%
Jalore	1116	282	25.25%
Jhalawar	1054	312	29.64%
Jhunjhunu	2506	822	32.81%
Jodhpur	1308	256	19.58%
Karauli	1472	388	26.34%
Kota	1269	176	13.87%
Nagaure	1265	266	21.00%
Pali	967	277	28.68%
Rajsamand	497	58	11.60%
Sawaimadhopur	2292	285	12.45%
Sikar	1422	307	21.59%
Sirohi	466	173	37.08%
Sri Ganganagar	1734	177	10.21%
Tonk	1770	334	18.85%
Udaipur	329	25	7.61%
Total	73356	14201	19.36%

5.5 Events of Default by the Service Provider

The failure on the part of the Service Provider to perform any of its obligations or comply with any of the terms of this contract shall constitute an Event of Default on the part of the Service Provider. The events of default as mentioned above may include inter-alia the following:

The Service Provider has failed to perform any instructions or directives issued by the RSLDC which it deems proper and necessary to execute the scope of work under the Contract, or

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The Service Provider has failed to adhere or has fallen short of matching such standards/targets as RSLDC may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the Service Provider may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by RSLDC;

The Service Provider has failed to remedy a failure to perform its obligations in accordance with the specifications/guidelines issued by the RSLDC, despite being served with a default notice which laid down the specific deviance on the part of the Service Provider to comply with any stipulations or standards as laid down by RSLDC;

The Service Provider has failed to conform to any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by RSLDC during the term of this Contract and which RSLDC deems proper and necessary for the execution of the scope of work under this Contract.

The Service Provider has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the Tender and this Contract.

There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Service Provider.

The Service Provider has failed to comply with or is in breach or contravention of any applicable laws.

Where there has been an occurrence of such defaults *inter alia* as stated above, RSLDC shall issue a notice of default to the Service Provider, setting out specific defaults / deviances / omissions and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to the Service Provider by RSLDC and the Service Provider fails to remedy the default to the satisfaction of RSLDC, RSLDC may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to RSLDC.

5.6 Liquidated Damages

- a) Subject to clause for Force Majeure, if the bidder fails to complete the services under defined scope of work before the scheduled completion date or the extended date or if the Service Provider repudiates the contract before completion of the work, RSLDC, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 10% of the project cost from the Service Provider, as Liquidated Damages (LD), as per RTTP rules.
- b) In case it leads to termination, RSLDC shall give thirty days' notice to the Service Provider of its intention to terminate the contract and shall so terminate the contract unless during the thirty days' notice period, the Service Provider initiates remedial action acceptable to RSLDC.
- c) RSLDC may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Service Provider in its hands (which includes RSLDC right to claim such amount against Service Provider's Bank Guarantee) or which may become due to the Service Provider. Any such recovery or liquidated damages shall not in any way relieve the Service Provider from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

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5.7 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s), if any, under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

5.8 Conflict of interest

The Bidder shall disclose to RSLDC in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

5.9 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

5.10 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

5.11 "No Claim" Certificate

The Service Provider shall not be entitled to make any claim, whatsoever against RSLDC, under or by virtue of or arising out of, the contract, nor shall DoE entertain or consider any such claim, if made by the Service Provider after it has signed a "No Claim" certificate in favour of RSLDC in such form as shall be required by it after the work is finally accepted.

5.12 Publicity

The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless RSLDC first gives its written consent to the Service Provider.

5.13 Retained Rights

Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Pre-existing Works"). All rights in Pre-existing Works not expressly transferred or licensed herein are reserved to the owner.

5.14 Limited Liability

- a. The Bidder shall not be liable for loss of profit, goodwill, business opportunity, anticipated savings or benefits or any indirect or consequential loss; and
- b. The total liability for all claims connected with the services of this Agreement, whether in tort, contract, statute or otherwise, is limited to the professional fees paid for the services to the bidder.

6. GENERAL

6.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between RSLDC and Service Provider/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between RSLDC and Service Provider.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

RSLDC will not be under any obligation to the Service Provider, except as agreed under the terms of the Contract.

6.2 No Assignment

The Service Provider shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of RSLDC.

6.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless DoE notifies the Service Provider of its release from those obligations.

6.4 Entire Contract

The terms and conditions laid down in the Tender and all annexures thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

6.5 Governing Law

This contract shall be governed in accordance with the applicable laws of the Land.

6.6 Jurisdiction of Courts

The Rajasthan High Court at Jaipur or the District Courts, Jaipur (Rajasthan) have exclusive jurisdiction to determine any proceeding in relation to the Contract, as the case may be.

6.7 Compliance with Laws

The Service Provider shall comply with the laws in force in India in the course of performing the Contract.

6.8 Notices

A "notice" means: a notice; or consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received in two days after mailing or on the date of delivery if personally delivered.

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

6.9 Waiver

a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

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- b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

6.10 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

6.11 Taxes

Bidders are required to quote the Rate/Price inclusive of all applicable Taxes. However, to arrive at the bid value of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing applicable tax rates. The taxes, as applicable, shall be borne by the Service Provider. RSLDC shall not consider any upward variation/fluctuation on account of any foreign exchange at any time or any instruction/amendment pertaining to taxes, duties etc., as issued by the competent Government from time to time, during the validity of the contract.

6.12 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

6.13 Fraud and Corrupt Practices

The Bidders and their respective employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this Tender document, RSLDC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, RSLDC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the Tender document, including consideration and evaluation of such Bidder's Proposal.

Without prejudice to the rights of RSLDC under Clause above and the rights and remedies which RSLDC may have under the LoA or the Agreement, if an Bidder is found by the DoE to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any Tender or Tender issued by RSLDC during a period of two (02) years from the date such Bidder, as the case may be, is found by RSLDC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

"corrupt practice" means

- i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of RSLDC who is or has been associated in any manner, directly or indirectly with the selection process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of RSLDC, shall be deemed to constitute influencing the actions of a person connected with the selection process); or
- ii. save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of RSLDC in relation to any matter concerning the Project;

“Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

“Coercive practice” means impairing or harming or threatening to impair or harm, directly indirectly, any persons or property influence any person participation or action in the selection process;

“Undesirable practice” means

- (i) establishing contact with any person connected with or employed or engaged by RSLDC with the objective of canvassing,
- (ii) lobbying or in any manner influencing or attempting to influence the Selection Process; or
- (iii) having a Conflict of Interest; and

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7. SCOPE OF WORK

Through this Tender document, the scope of work is to provide employment/preliminary job offer to the unemployment targeted youth of the State, in respect to their educational standards, by organizing Job Fairs in the State. Broadly, the Scope of Work for the Service Provider would be as follows:

7.1 Venue, Date & Time for Event

- a) The Service Provider shall identify venue, in active consultation with RSLDC. The identified location shall be conducive for everyone i.e., the participants’ convenience, with space large enough to hold the anticipated number of attendees with sufficient parking provisions.
- b) After intimation from RSLDC to organize event in a specific district and on pre-decided date, the Service Provider shall submit proposal to organize the event. The information for event venue and date will be normally provided at least 15 days in advance. RSLDC reserves the right to postpone the proposed event/date in case of administrative exigencies.
- c) Arrangement of audio/video equipment by the Service Provider.
- d) Service Provider shall borne travel, lodging, transportation, parking (if applicable) of their associates/staff members.

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- e) A detailed diagram layout of the space and block out areas for company / employer booths, registration tables etc. shall be provided to RSLDC.

7.2 Budget

- a) No extra amount, other than the proposed/agreed amount and schedule of payment for each Job Fair shall be borne by the RSLDC.
- b) The related expenditures such as venue rental, table and chair rentals, advertising, media campaign, audiovisual equipment, printing and paper supplies, refreshments and cleaning after the event etc., shall be borne by the Service Provider.

7.3 Participant Companies/ Organizations

- a) The Service Provider would be responsible for establishing tie-ups with the major employers of relevant sectors, including PAN India and soliciting and confirming their participation in the Job Fairs in the State.
- b) The Service Provider shall procure the attendance of participant employers and shall share with RSLDC.
- c) Prior to commencement of the event, the details of participant employers i.e., companies/organizations shall be shared with RSLDC.

7.4 Type of Job/Vacancy Offers

- a) The Service Provider shall specify in advance, the sectors/fields, for which the participant employers have been invited, such as, jobs in Information Technology/Computer or Healthcare, Marketing, Manufacturing, Logistics, Retail etc.
- b) Prior to commencement of event at the given place, the Service Provider shall specify and provide the number of identified vacancies (sector-wise), to RSLDC.

7.5 Promotion and Outreach

- a) The service provider shall ensure appropriate outreach and announcement for organizing the events, its location and the date, distribution of marketing materials, place fliers, pamphlets, disseminating information through local and regional newspapers, FM radio etc. Also, media coverage shall be set up for the events.

7.6 For Facilitation to Target Youth/ Job Seekers, the Service Provider shall ensure

- a) Job Fair Information and pamphlets for job seekers.
- b) Highlighting major participating employers.
- c) Information for job seekers to be placed at entrance and at key areas.
- d) Registration of job seekers.
- e) Placing company vacancy listings at the throughout the job fair venue, along with a map of where the company's booth is located.
- f) Issuance of job offer/appointment letters to the job seekers.
- g) Joining details of job seekers.

7.7 Facilitation to Employers/Organizations

- a) Invitations to prospective Employers/organizations.
- b) Provide appropriate material.
- c) Arrangement of Booth/canopy.
- d) Display of company's name for each booth/canopy.
- e) Electricity and related arrangements to run computers, LED/LCD, projectors and other related equipment etc.
- f) Identity cards for Employers/Organization representatives.

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- 7.8 For appropriate Convenience and Related Facilities, the Service Provider shall ensure to:**
- a) Arrangement of appropriate number of tables and chairs or any other required furniture i.e., sitting arrangement for participants.
 - b) Free drinking water, rest rooms, refreshments etc. The refreshments may be provided to job seekers on payment basis.
 - c) Conforming to the norms for differently abled/physically challenged participants.
 - d) Appropriate medical backup in case of any causality.
 - e) Electricity supply and power backup with appropriate provisions for lights, ventilation etc.
- 7.9 The Service Provider shall ensure setting up of Help Desk to:**
- a) Assistance to job seekers for registration and to prepare job resume/profile.
 - b) Appropriate assistance to the participant employers.
 - c) Providing companies details to the job seekers and other visitors.
 - d) Placing staff at strategic points such as entrances and exits throughout the event to take questions and to direct job seekers and other participants.
 - e) Placing signs/signals at the venue to help/direct job seekers to the correct location and guide them to the room.
 - f) Setting up appropriate number of booths/canopies.
- 7.10 Post Job Fair Evaluation & Process it shall be obligatory on the part of Service Provider to provide RSLDC with:**
- a) Evaluation of attendance of job seekers and employers.
 - b) Sharing the success stories of the selected job seekers.
 - c) Analyzing results and outcome of the respective Job Fair.
 - d) Summarized format on resumes collected and determining whether or not the targeted youth meet recruiting goals.
 - e) A detailed note on the number of job offers/ joining of job seekers, corresponding to the Organization hiring them for their services.
 - f) Follow-up report of those job seekers, who have been inducted as employees through the job fairs, for at least three months from joining their assignments.
- 7.11 Other General Conditions**
- a) Prior to commencement of job Fair, a brief write up shall be provided to RSLDC determining the agenda with exact instructions, steps and activities, event planning, timeline/deadlines for key tasks.
 - b) List of support staff such as, HR specialists, hiring managers etc.
 - c) Setting up an interview room or place away from the other booth/canopy that employers can use for on-the-spot interviews.
 - d) List for confirmation by the participating Employers/Organizations.
 - e) Sign boards, reading material for job seekers, both in Hindi and English.
 - f) Ensure videography and photographs at the event.
 - g) Appropriate arrangement for event stage and refreshment for government dignitaries, officials, employers or their representatives.
 - h) Requisite clearances for organizing the event from the respective Departments of State Government, as per applicable Laws/Rules. This includes clearances from Municipal Corporation, Labor Department, District Magistrate office or required permissions, as required under applicable Laws, for the given place of event.

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7.12 Key Deliverables

- a) During the contract period, the preliminary job offer number of 'Targeted Youth' shall reach to approximation of 15,000 job seekers in the state, during the contract period. However, RSLDC may reduce or increase the number of preliminary job offer required as per State Employment Department.
- b) List of preliminary job offer provided with names of companies, date of job fair, designation/job roles, salary and location shall be provided to RSLDC.
- c) Soft copy of Report on job seekers' registration per fair shall be provided to RSLDC after job fair conducted.
- d) Soft copy of Preliminary job offer status report per event, along with other specified reports from time to time shall be provided to RSLDC.
- e) RSLDC shall be responsible to make appropriate budgetary provisions for execution of contract and further payments.

7.13 Preliminary Job Offers

- a) The Service Provider will be responsible for candidate registration and related information as per Annexure-X. The registration of applicants, along with a declaration from applicants about their readiness to relocate, as per location of job.
- b) Any malpractice and fraud, if found, with respect to screening, interview or preliminary job offer will be dealt with strictly and RSLDC will reserve the right to take appropriate action, including withholding of any further payments.
- c) The Service Provider would submit reports in pre-agreed formats or any other format, as and when required by RSLDC.
- d) The Service Provider may conduct a workshop for the targeted youth to counsel them about job opportunities available.

7.14 Numbers Relevant to the Project

- a) During the contract period, the preliminary job offer number of unemployed targeted youth shall reach to approximation of 15,000 job seekers, for the contract period as per the State Employment Department's 3 years' average data.
- b) Job Fairs shall be organized, throughout the State of Rajasthan. However, the number of job fairs to be organized may increase or decrease upon mutual consent of RSLDC and Service Provider.
- c) Timeline: 12 months for completion of the entire Project to organize the Job Fairs. However, RSLDC may further extend the contract on mutual consent on same price/rates, if deems appropriate by RSLDC.

8. OTHER GENERAL CONDITIONS

8.1 Intellectual Property Rights (IPR) Use of documents and Information

The bidder shall not, without prior written consent from RSLDC, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of RSLDC, in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The bidder shall not, without prior written consent of RSLDC, make use of any document or information made available for the project, except for purposes of performing the Contract.

8.2 Terms of Payment

The successful Bidder shall bear their own costs of any site survey, conveyance, audits and inspections etc. The terms of payment are inclusive of any costs of the solution.

8.3 Obligations

The successful Bidder shall be obliged to implement any proposed changes once approved in accordance with the contract, with effect from the date agreed for implementation.

8.4 Award of Contract

The proposals qualifying the Technical bid followed by the Lowest Price/Rate (L-1) in the financial bid shall be considered for award of contract. In case, L-1 happens to breach the terms and conditions or rescind during the validity of the contract/project period, RSLDC reserves the right to call the bidder on L-2 for entering into the contract with RSLDC.

The approximate preliminary job offer contract shall be to the number of 15,000. RSLDC may increase/ decrease the number of preliminary job offer, as feasible, and mentioned in the agreement/ work order during the period of rate validity.

8.5 Notification of Award

Prior to expiration of the period of bid validity, RSLDC will notify the successful bidder(s) in writing, that their bid has been accepted.

8.6 Contract Period

The successful Bidder shall sign contract agreement with RSLDC for a period of 12 months. However, the contract may be extended for another 06 months on same terms and conditions of the contract.

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ANNEXURE I: FORMAT FOR POWER OF ATTORNEY

(To be provide scanned copy of original as part of Technical Proposal (Envelope- B online) on stamp paper of value required under law duly signed by bidder for the Tender)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as

_____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Contract "Selection of Service Provider(s) for Organizing Job Fairs for Preliminary job offer of Unemployed Youth of Rajasthan State" with Rajasthan Skill & Livelihoods Development Corporation (RSLDC), vide RSLDC/Job Fair/2022-23/03 dated _____ issued by The Managing Director, Rajasthan Skill & Livelihoods Development Corporation, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by RSLDC or any governmental authority, representing us in all matters before RSLDC and generally dealing with RSLDC in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr.

) (Name, Title and Address of the Attorney)

Notes:

To be executed by the Bidder

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

ANNEXURE II: FORMAT FOR PROPOSAL COVERING LETTER

(Scanned copy of original (duly signed by bidder) as part of Technical Proposal to be uploaded Online
(Envelope B) [Date]

To
Managing Director,
Rajasthan Skill & Livelihoods
Development Corporation
EMI Campus, Jhalana
Institutional Area,
Jaipur-302005 (Rajasthan)

Dear Sir,

Ref: Request for Proposal (RFP): "Selection of Service Provider for Organizing Job Fairs for Preliminary job offer of Unemployed Youth of Rajasthan State" for Department of Employment, Government of Rajasthan.

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for "Selection of Service provider for Organizing Job Fairs for Preliminary job offer of Unemployed Youth of Rajasthan State" for Rajasthan Skill & Livelihoods Development Corporation, Government of Rajasthan to meet such requirements and provide such services as required are set out in the RFP:

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake that, if our proposal is accepted, to adhere to the implementation plan or such adjusted plan as may subsequently be mutually agreed between us and Department of Employment, Government of Rajasthan or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the RFP document issued by a PSU Bank in India, acceptable to Department of Employment, for a sum equivalent to 2.5% of the total price as quoted in our financial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this Tender response for a period specified i.e., from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and RSLDC.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to Rajasthan Skill & Livelihoods Development Corporation is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Rajasthan Skill & Livelihoods Development Corporation as to any material fact.

We agree that you are not bound to accept the lowest or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our agency/corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2022

(Signature) (In the capacity of)
Duly authorized to sign the Tender Response for and on behalf of: (Name and
Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

Annexure - III : FORMAT FOR AUTHORIZATION
(On Company Letterhead)

TO WHOMSOEVER IT MAY CONCERN

This is to authorize Mr./ Ms. _____ son/ daughter/ wife
of _____ and presently residing at _____, who is
presently employed with us and/or holding the position of _____ for doing in our
name and signing on our behalf all such acts, deeds and things as are required in connection with
submission of our Proposal for Request For Proposal (RFP) for 'Selection of Service Provider
for Organizing Job Fairs for Preliminary job offer of Unemployed Youth of Rajasthan State' but
not limited to signing and submission of all applications and other documents, participating
and providing information/ responses to Rajasthan Skill & Livelihoods Development
Corporation), Government of Rajasthan representing us in all matters before RSLDC or concerned
Authority, signing and execution of all contracts including the agreement and undertakings
consequent to acceptance of our Proposal/Application, and generally dealing with the Authority in
all matters in connection with or relating to or arising out of our application for the said
Project and/or upon award thereof to us and/or till the entering into of the Contract with
RSLDC.

Signed on behalf of _____

(Signature)

(Name, Title and Address)

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ANNEXURE IV- FORMAT FOR DECLARATION FOR NOT BLACK LISTED

(Scanned copy of original to be provided as part of Technical Proposal (Envelope - B))

Date.....

To

Managing Director,
Rajasthan Skill & Livelihoods
Development Corporation
EMI Campus, Jhalana
Institutional Area,
Jaipur-302005 (Rajasthan)

Dear Sir,

Ref: Tender No.

I/We _____ hereby confirm that our
Company/Agency/Firm has not been blacklisted by any Central, State
Government /Financial Institution/Court/Public Sector Undertaking etc.

Signature of Bidder.....

Place:

Name.....

Date:

Designation..... Seal

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ANNEXURE V: FORMAT FOR DRAFT PERFORMANCE GUARANTEE

(To be issued by a Bank _____)

This Deed of Guarantee executed at _____ by _____
 -- (Name of the Bank)----- having its Head/Registered office at _____
 _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be
 repugnant to the subject or context thereof include its heirs, executors, administrators,
 successors and assigns; In favour of Managing Director, Rajasthan Skill & Livelihoods
 Development Corporation, Government of Rajasthan, having its office at Rajasthan Skill &
 Livelihoods Development Corporation, EMI Campus, Jhalana Institutional Area, Jaipur-
 302005 (Rajasthan) (hereinafter called "RSLDC") which expression shall unless it be repugnant
 to the subject or context thereof include its heirs, executors, administrators, successors and
 assigns);

Whereas M/s _____, a company formed under
 _____ (specify the applicable law) and having its registered office at _____
 _____ has been, consequent to conduct and completion of a competitive
 bidding process in accordance with the letter of requirements document
 No. _____ dated / /2022 issued by RSLDC and selected M/s
 _____ (hereinafter referred to as the Bidder) for the Agreement by RSLDC as
 more specifically defined in the aforementioned Document including statement/scope of work
 and the Agreement executed between the DoE and Bidder. The Agreement requires the Bidder
 to furnish an unconditional and
 irrevocable Bank Guarantee for an amount of Rs. _____ /- (Rupees
 _____ only) by way of security for guaranteeing
 the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide
 a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____
 _____ Bank hereby Guarantee as follows:

The Bidder shall implement the Project, in accordance with the terms and subject to the
 conditions of the Agreement, and fulfill its obligations there under.

We, the Guarantor, shall, without demur, pay to RSLDC an amount not
 exceeding Rs. _____ (Rupees _____ only)

within 07 (seven) days of receipt of a written demand therefore from DoE stating that the Bidder
 has failed to fulfill its obligations.

The above payment shall be made by us without any reference to the Bidder or any
 other person and irrespective of whether the claim of the RSLDC is disputed by the Bidder or not.

The Guarantee shall come into effect from _____ (Start Date) and shall

continue to be in full force and effect till the earlier of its expiry at 17:00 hours IST on (Expiry
 Date) (both dates inclusive) or till the receipt of a claim, from RSLDC under this Guarantee,
 which is one month after the expiry of performance guarantee, whichever is earlier. Any demand
 received by the Guarantor from RSLDC prior to the Expiry Date shall survive the expiry of
 this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor
 to RSLDC.

In order to give effect to this Guarantee, RSLDC shall be entitled to treat the Guarantor as
 the principal debtor and the obligations of the Guarantor shall not be affected by any variations in
 the terms and conditions of the Agreement or other documents by RSLDC or by the extension
 of time of performance granted to the Bidder or any postponement for any time of the power
 exercisable by RSLDC against the Bidder or forebear or enforce any of the terms and conditions
 of the Agreement and we shall not be relieved from our obligations under this

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Guarantee on account of any such variation, extension, forbearance or omission on the part of RSLDC or any indulgence by RSLDC to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

Signed and Delivered by _____ Bank by the hand of

Mr./Ms. _____ its _____ and authorised office.

Authorized Signatory _____ Bank

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ANNEXURE VI: FORMAT: Number of Candidates Placed in FY 2019-20, FY 2020-21 & FY 2021-22

(Scanned copy of original (duly signed by bidder) as part of Technical Proposal to be uploaded Online (Envelope B))

Number of candidates placed in FY 2019-20

Sr. No.	Organization/ Company	Sector/Category of Jobs	Educational Qualification (i.e., Graduate, Post Graduate, Technical and Non-Technical)	Number of Candidates Placed

Number of candidates placed in FY 2020-21

Sr. No.	Organization/ Company	Sector/Category of Jobs	Educational Qualification (i.e., Graduate, Post Graduate, Technical and Non-Technical)	Number of Candidates Placed

Number of candidates placed in FY 2021-22

Sr. No.	Organization/ Company	Sector/Category of Jobs	Educational Qualification (i.e., Graduate, Post Graduate, Technical and Non-Technical)	Number of Candidates Placed

* Attach extra sheet, if required

Signature of Authorized Signatory Date:

Company Seal:

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ANNEXURE VII: FORMAT for Detail of Organizations/Companies through which vacancies have been procured during FY 2019-20, FY 2020-21 & FY 2021-22

(Scanned copy of original (duly signed by bidder) as part of Technical Proposal to be uploaded Online (Envelope B))

Sr. No.	Name of Organization/ Company	Contact person (Name, Designation, contact number, e-mail)	No. of Vacancies Procured (Positions/Job Role Wise)

* Please indicate those numbers which tends to meet the eligibility criterion.

Signature of Authorized Signatory

Date: Company

Seal:

B

ANNEXURE VIII: FORMAT FOR PARTICULARS OF THE BIDDERS

(Scanned copy of original (duly signed by bidder) as part of Technical Proposal to be uploaded Online (Envelope B))

Sr. No.	Description	Details	Document(s) at page no.
1	Name and address of the bidding Agency/Company/Organization		
2	Incorporation status/constitution of the Agency/Company/Organization		
3	Year of Establishment		
4	Name of Registering Authority		
5	Date of Registration		
6	Place of Registration		
7	PAN Card Number		
8	GST Registration Number		
9	Name, Address, email, Phone nos' and Mobile Number of Contact Person		

Any other information, please specify: _____

Signature of Authorized Signatory

Date: Company

Seal:

B

ANNEXURE IX: FORMAT FOR FINANCIAL CAPABILITY STATEMENT

(Scanned copy of original to be uploaded online as part of Technical Proposal
(Envelope - B))

(Duly signed by the Authorized Representative and certified by a Chartered Accountant)

On the basis of audited financial statements, I/We hereby submit that.....
(Name of Bidder Agency), having registered office at.....
has annual turnover of net
profit/loss, net worth and annual turnover in past three consecutive financial years (2019-20,
2020-21 & 2021-22), as follows:

(INR in Crore)

Sr. No.	Financial Year	Net worth	Net Annual Profit / Loss	Annual Turnover
1.	2019-20			
2.	2020-21			
3.	2021-22			
TOTAL				
AVERAGE				

Other relevant information, if any: _____

For and on behalf of:

Signature: Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory) Note:

1. Bidder is required to submit the audited financial statements for the past three years (2019-20, 2020-21 and 2021-22).

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1. GENERAL

- 1.1 This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made onthe day of the month..... of 2022 between, the Government of Rajasthan acting through Managing Director, Rajasthan Skill & Livelihoods Development Corporation (hereinafter called the "Tendering Authority", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) as the First Party, intends for "Selection of Service Provider for Organizing Job Fairs for Preliminary job offer of Unemployed Youth of Rajasthan State" and M/s.....represented by
- (hereinafter called the "Bidder", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

- 1.2 Whereas the Bidder is a (Private Company / Public Company/ Government Undertaking / Partnership firm/Organization) constituted in accordance with the relevant law in the matter and the Tendering Authority is performing its function on behalf of the Government of Rajasthan.

2. OBJECTIVES

Now, Therefore, the Tendering Authority and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:

- 2.1 Enabling the Tendering Authority to obtain the desired Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and;
- 2.2 Enabling Bidders to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the Tendering Authority will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE TENDERING AUTHORITY

RSLDC commits itself to the following:

- 3.1 RSLDC undertakes that none of its official shall be connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2 RSLDC will, during the pre-contract stage, treat Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to the other Bidders.

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- 3.3 All the officials of RSLDC will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to RSLDC with the full and verifiable facts and the same prima fade found to be correct by RSLDC, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by RSLDC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by RSLDC the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Tendering Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting or implementation of the contract.
- 4.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the Tendering Authority or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3 The Bidder further confirms and declares, to the Tendering Authority that the Bidder in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Tendering Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the Tendering Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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- 4.7 The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the Tendering Authority as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in any State or in India that could justify Bidder's exclusion from the Tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1 Every Bidder while submitting Financial bid, shall deposit an amount as specified in Tender as Earnest Money/Security Deposit, with the Tendering Authority.
- 6.2 No interest shall be payable by the Tendering Authority to the Bidder on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Tendering Authority to take all or any one of the following actions, wherever required:
 - 7.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder/s would continue.
 - 7.1.2 To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the Tendering Authority and the Tendering Authority shall not be required to assign any reason therefore.
 - 7.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - 7.1.4 To recover all sums already paid by the Tendering Authority, and in case of the Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Tendering Authority in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - 7.1.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Tendering Authority, along with interest.

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- 7.1.6 To cancel all or any other contracts with the Bidder and the Bidder shall be liable to pay compensation for any loss or damage to the Tendering Authority resulting from such cancellation/rescission and the Tendering Authority shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 7.1.7 To debar the Bidder from participating in future bidding processes of the Government of Rajasthan for a minimum period of five years, which may be further extended at the discretion of the Tendering Authority.
- 7.1.8 To recover all sums paid in violation of this Pact by Bidder/s to any middlemen or agent or broken with a view to securing the contract.
- 7.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Tendering Authority with the Bidder, the same shall not be opened.
- 7.1.10 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Tendering Authority, or alternatively, if any close relative of an officer of the Tendering Authority has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of Tender. Any failure to disclose the interest involved shall entitle the Tendering Authority to rescind the contract without payment of any compensation to the Bidder.
- 7.1.11 The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- 7.1.12 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Tendering Authority, and if he does so, the Tendering Authority shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Tendering Authority resulting from such rescission and the Tendering Authority shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 7.2 The decision of the Tendering Authority to the effect that a breach of the provisions of this pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

The Bidder undertakes that he has not provided such services for project (refer scope of work) at a price lower than that offered in the present bid in respect of any other Central/State Government Department and if it is found at any stage that similar services for such project was supplied by the Bidder to any other Central/State Government Department at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Tendering Authority, if the contract has already been concluded.

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9. INDEPENDENT MONITORS

- 9.1 The Tendering Authority will appoint Independent Monitors (hereinafter referred to as Monitors) for this Contract.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.
- 9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Tendering Authority.
- 9.6. The Monitor will submit a written report to the designated Authority of Tendering Authority as and when required.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Tendering Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the Tendering Authority.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to the period of 01 year or the complete execution of the contract to the satisfaction of both the Tendering Authority and the Bidder whichever is later. However, the Tendering Authority reserves the right to extend the contract upto another 06 months on same price/rates. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at.....on.....

TENDERING AUTHORITY

Name of the Officer

Designation

Witness

1).....

2).....

BIDDER

Name of the Authorized Person

Designation

Witness

1).....

2).....

ANNEXURE XII: FORMAT FOR LETTER FROM EMPLOYER

(Scanned copy of original to be uploaded online as part of Technical Proposal
(Envelope - B))

Sr. No.	Name of Company/ Organization where Preliminary job offers done	No. of preliminary job offers	Job Role	Mode of Preliminary job offers	Month & Year of Preliminary job offers
1					
2					
3					

* attach extra sheet, if required.

Signature of Authorized Signatory Date:

Company Seal:

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ANNEXURE XIII: FORMAT FOR JOB OFFERS TO JOB SEEKERS THROUGH JOB FAIR

Sr. No.	Name of Candidate	Candidate's Mobile number	Candidate's Address	Location of the Job Offer	Name & Address of the Employer	Employment Type	Proposed Date of Joining

(a) Total number of job seekers to whom job offer letters issued: _____

(b) Total figures confirming the number of job offer letters received by the job seekers: _____

- Note: i) A separate proforma to be used for each Job Fair (event).
 ii) The location and date of organizing the event shall be highlighted.

Signature of Authorized Signatory Date:

Seal:

Signature of Service Provider Date:

Seal:

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ANNEXURE XV: FORMAT FOR FINANCIAL BID

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(To be submitted online)

FORM FIN-2 FINANCIAL PROPOSAL (IN INR ONLY)

Validate

Print

Help

Item Rate BoQ

FIN-2

Bid Inviting Authority: MD, RSLDC JAIPUR

Name of Work: Selection of service provider for " conducting District-wise & Sector Wise GAP STUDY & Skill Development Impact Analysis Study in Rajasthan

Bid Doc. No: RSLDC//DDU-GKY/Skill Gap Assessment/DDU-GKY/2022-23/ __

Date-

Name of
the
Bidder/
Bidding
Firm /
Company
:

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PRICE SCHEDULE & Terms & Conditions**Note:**

- i Please read Bid Document carefully.
- ii Only consolidated cost is to be quoted. This total lump-sum/ consolidated cost by the Bidders shall be considered for Evaluation of Financial Bid.
- iii The Lump-sum rate quoted for contract is inclusive of all cost, taxes, liability, duties except GST.

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	To be quoted Lump-sum cost per Block		Lump-sum		0.00	INR Zero Only
2	To be quoted Lump-sum cost per Gram Panchayat					
Quoted Rate in Words	INR Zero Only					