Rajasthan Skill and Livelihoods Development Corporation

EMI Campus J-8B Jhalana Institutional Area, Jhalpur - 302004
Phone: 0141-2715299 email: ps.indiaide@yahoo.com

F. No. : RSLDC/Adm/HR Hiring/2019-20/ 16881

Date: 11.06.2020

NIR No. RSLDC/Service for Service Point/1.73Cr./OCB/2020/1

SERVICES OF SERVICE POINTS ON JOB BASIS

RSLDC invites two cover Bid online from the eligible Bidders for providing the services of service points on job basis. The last date & time for submission of bid is 01.07.2020 up to 06.00 PM. Bid document and other related information can be downloaded from the websites:

i) www.sppp.rajasthan.gov.in
ii) www.livelihoods.rajasthan.gov.in
iii) http://eproc.rajasthan.gov.in

<table>
<thead>
<tr>
<th>Category</th>
<th>Total estimated Service Points cost</th>
<th>Bid Security</th>
<th>Bid Document Fee</th>
<th>Bid Processing Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service points</td>
<td>Rs. 173.51 lacs</td>
<td>Rs. 3.47 lacs</td>
<td>Rs. 2000/-</td>
<td>Rs. 1000/-</td>
</tr>
</tbody>
</table>

[Signature]

General Manager (Admin)
Rajasthan Skill and Livelihoods Development Corporation  
EMI Campus, J-0-B, Jhalana Institutional Area, Jaipur - 302004 (Raj)

BID DOCUMENT FOR PROVIDING SERVICES OF SERVICE POINTS ON JOB BASIS IN  
Rajasthan Skill and Livelihoods Development Corporation

NOTICE INVITING BID – NIR

Notice Inviting two cover Bid for Selection of bidder for providing services of service points on JOB BASIS to RSLDC from Competent and Qualified Bidders. The Bid shall only be submitted through online Bidding system of www.eproc@rajasthan.gov.in.

The schedule of dates and other information is mentioned below:

<table>
<thead>
<tr>
<th>Nature of Bid</th>
<th>To provide services of service points on job basis to RAJASTHAN SKILL AND LIVELIHOODS DEVELOPMENT CORPORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Bid Document (Non Refundable)</td>
<td>Rs. 2,000/- (Rupees Two Thousand Only) in form of Demand Draft/Banker’s Cheque in favor of RAJASTHAN SKILL AND LIVELIHOODS DEVELOPMENT CORPORATION payable at Jaipur.</td>
</tr>
<tr>
<td>Bid Processing Fees (Non refundable)</td>
<td>Rs. 1000/- (Rupees One Thousand Only) in form of DD/Banker’s Cheque in favor of the Managing Director, Raj-Comp Info Services Limited, Jaipur, payable at Jaipur</td>
</tr>
<tr>
<td>Service Points Cost including all liabilities except GST</td>
<td>Rs. 173.51 lacs</td>
</tr>
<tr>
<td>Duration of Assignment</td>
<td>One year</td>
</tr>
<tr>
<td>Bid Security</td>
<td>Rs. 3.47 lacs in form of DD/Banker’s Cheque in favor of RAJASTHAN SKILL AND LIVELIHOODS DEVELOPMENT CORPORATION payable at Jaipur</td>
</tr>
<tr>
<td>Publishing Date &amp; Time for BID</td>
<td>11.06.2020 at 10:30 AM</td>
</tr>
<tr>
<td><strong>Document Download Start</strong></td>
<td>12.06.2020 at 11:00 AM onward</td>
</tr>
<tr>
<td>----------------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td><strong>Bid Submission Start</strong></td>
<td>12.06.2020 at 11.00 AM</td>
</tr>
<tr>
<td><strong>Document Download End Date/Time</strong></td>
<td>01.07.2020 at 05:00 PM</td>
</tr>
<tr>
<td><strong>Bid Submission End Date &amp; Time</strong></td>
<td>01.07.2020 up to 06:00 PM</td>
</tr>
<tr>
<td><strong>Last date &amp; time of Submission of Banker’s Cheque/Demand Draft for Bid Document Fee, Bid Security, and Processing Fee</strong></td>
<td>Up to 02.07.2020 at 11:00AM physically in the office of RSLDC (In case any of the bidders fails to physically submit the Banker’s Cheque/Demand Draft for Bid Document Fee, Bid Security and Processing Fee up to 11.00 AM on dated 02.07.2020 to RAJASTHAN SKILL AND LIVELIHOODS DEVELOPMENT CORPORATION, JAIPUR, its Bid shall not be accepted.)</td>
</tr>
<tr>
<td><strong>Mode of Bid Submission</strong></td>
<td>Online through e-Procurement/e-Bidding system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
</tr>
<tr>
<td><strong>Technical Bid Opening Date, Time and Venue</strong></td>
<td>02.07.2020 at 02:00 PM online in Conference Hall, RSLDC, Jaipur</td>
</tr>
<tr>
<td><strong>Financial Bid Opening Date &amp; Time</strong></td>
<td>Will be intimated later to the qualified Bidders in Technical bid</td>
</tr>
<tr>
<td><strong>Websites for downloading Tender Document, Corrigendum’s Addendums etc.</strong></td>
<td><a href="http://www.livelihoods.rajasthan.gov.in">www.livelihoods.rajasthan.gov.in</a> or <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> or <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
</tr>
<tr>
<td><strong>Bidding Authority</strong></td>
<td>Managing Director, Rajasthan Skill and Livelihoods Development Corporation</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Document Type</td>
</tr>
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</tr>
<tr>
<td>1.</td>
<td>Bid Document Fee</td>
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<tr>
<td>2.</td>
<td>RISI Processing Fee</td>
</tr>
<tr>
<td>3.</td>
<td>Bid Security</td>
</tr>
<tr>
<td></td>
<td><strong>Technical Documents</strong></td>
</tr>
<tr>
<td>4.</td>
<td>Covering letter-Technical Bid</td>
</tr>
<tr>
<td>5.</td>
<td>Tender Form and all the documents mentioned in the &quot;Eligibility Criteria&quot;, in support of the eligibility</td>
</tr>
<tr>
<td>6.</td>
<td>Bidder’s organization &amp; Experience</td>
</tr>
<tr>
<td>7.</td>
<td>Power of Attorney for Lead Member in case of Joint Venture Bidding</td>
</tr>
<tr>
<td>8.</td>
<td>Joint Bidding Agreement</td>
</tr>
<tr>
<td>9.</td>
<td>Under taking by the Bidder</td>
</tr>
<tr>
<td>10.</td>
<td>Bidder’s Authorization Certificate</td>
</tr>
<tr>
<td>11.</td>
<td>Declaration By Bidder</td>
</tr>
<tr>
<td>12.</td>
<td>Performance Security</td>
</tr>
<tr>
<td>13.</td>
<td>Grievance Redressal during Procurement process</td>
</tr>
<tr>
<td>15.</td>
<td>Compliance with the code of Integrity and No Conflict of Interest</td>
</tr>
<tr>
<td>16.</td>
<td>Agreement (Sample)</td>
</tr>
<tr>
<td>17.</td>
<td>DOQ (Sample)</td>
</tr>
<tr>
<td>Document Comprising With Financial</td>
<td>Financial Bid</td>
</tr>
<tr>
<td>-----------------------------------</td>
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</tr>
<tr>
<td><strong>Validity of bids</strong></td>
<td>90 days from the last date of bid submission</td>
</tr>
<tr>
<td><strong>Language of Bid</strong></td>
<td>Proposal shall be submitted in English language. All correspondence exchange shall be in English/Hindi language.</td>
</tr>
<tr>
<td><strong>Address for communication</strong></td>
<td>Rajasthan Skill and Livelihoods Development Corporation EMI Campus I-8 B Jhalana Institutional Area, Jaipur—302004</td>
</tr>
<tr>
<td><strong>Contact Phone number</strong></td>
<td>0141-2715829</td>
</tr>
<tr>
<td><strong>Bid File Format</strong></td>
<td>Bid must submit (a) Technical Bid: online .pdf format (b) Financial Bid/BOQ: online .xlsx format</td>
</tr>
<tr>
<td><strong>Bid Opening Place (Technical / Financial)</strong></td>
<td>Opening of Technical and Financial Proposals online shall take place at: Conference Hall Rajasthan Skill and Livelihoods Development Corporation EMI Campus, J-8-B, Jhalana Institutional Area, Jaipur-302004 Opening Date and Time of Technical Bid 02.07.2020 at 02:00 PM Opening Date and Time of Financial Bid: will be intimated later to the qualified bidders in Technical Bid.</td>
</tr>
<tr>
<td><strong>Least Cost Selection Only (LCS Only)</strong></td>
<td>The procurer will select the bidder with evaluated lowest service charges rate in percentage (LCS) among those Bidders who are technically qualified.</td>
</tr>
</tbody>
</table>
General Instruction for Filling of E-Bid


1. Bidders who wish to participate in this bidding process must register on http://eproc.rajasthan.gov.in.

2. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying Service Provider, i.e. TCS, safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

3. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for Technical and financial proposal. However, DD’s / Banker’s cheque for tender fee, BID SECURITY and processing fee should be submitted physically at the office of RAJASTHAN SKILL AND LIVELIHOODS DEVELOPMENT CORPORATION, Jaipur and Scanned copy of same should also be uploaded along with the technical bid/ cover.

4. RAJASTHAN SKILL AND LIVELIHOODS DEVELOPMENT CORPORATION, JAIPUR (RSLCD) will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last hours issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

5. Bidders are also advised to refer “Bidders Manual Kit” available at e-Proc website for further details about the e-Bidding process.

6. No contractual obligation whatsoever shall arise from the bidding process unless and until a formal contract is signed and executed between the Bidding authority and the successful Bidder.

7. Training for the bidder on the usage of e-Bidding system (e-Procurement) is also being arranged by RISL on regular basis. Bidder interested for interested for training may contact e-Procurement Cell RISL for booking the Training slot.

   a) Contact No. 0141-4022600/Helpline Toll Free no. 1800-3070-2273 (Help desk 10 AM to 6 PM on all working days)

   b) E-mail: eproc@rajasthan.gov.in

   c) Address: E-Procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
Rajasthan Skill and Livelihoods Development Corporation

EMI Campus, I-B-B, Jhalana Institutional Area, Jaipur – 302004 (Raj.)

Bid Document for selection of the Bidder for providing the services of service points on job basis to RSLDC

A. Eligibility Criteria:

1. Online Bid in conformity with the Notice Inviting Bid (NIB) are inviting by the RSLDC, from competent and qualified Bidders (Company/ Limited Liability Partnership Firm /Joint Venture//Partnership Firm/Society/Proprietorship firm) for providing the services of service points on job basis. The Bidders should have:

Relevant valid Registration Certificate, including:

(A) Registration with any Regional Labor Commissioner: However, the successful bidder shall have to submit Registration with Regional Labor Commissioner of Jaipur within one month of award of work order.

(B) EPF Registration,

(C) ESI Registration,

(D) GST Registration,

(E) PAN Card,

(F) up to-date (2018-19) GST/Service Tax clearance Certificate.

(G) have experience in a similar line of business for more than 3 years towards outsourcing the services of service points on job basis contract, out of which one year experience in Govt. Company/ Board/ Corporation Must be compulsory.

- The Bidder should have average annual turnover not less than Rs. 4.00 Crores (Rupees Four Crores) per year in last three financial years.

- Out of turnover a minimum sum of Rs. 2.00 Crores (Rs. Two Crores) per year should be from HR services in last three financial years.

- The bidder should have aggregate Net Profit for three preceding Financial Years as revealed by audited balance sheet.

2. Pre-condition for applying

- In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.

- In case of a society, Registration Certificate issued under Societies Registration Act/Cooperative Societies Act along with copy of bye laws be submitted.

- In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favour of one partner duly signed by all the partners of the firm.

- Any other equivalent document in case of any other registered entity.

- CST Registration Certificate in the name of the Bidder.

B. Preparation & Submission of Bid

1. The Bid document can be downloaded from the website of the RSLDC www.livelihoods.rajasthan.gov.in or website of www.sppp.rajasthan.gov.in or http://eproc.rajasthan.gov.in.
2. The cost of Bid Document is Rs. 2000/- (Rupees Two Thousand only) and Bid Security is Rs. 3.47 Lacs (Three Lacs Forty Seven Only) should be deposited by demand draft/Banker Cheque drawn in favour of Rajasthan Skill and Livelihoods Development Corporation payable at Jaipur. A Demand Draft/Banker's Cheque for Rs. 1000/- (Rupees One Thousand Only) should also be drawn in the name of Managing Director, Raj-Comp Info Services Limited, Jaipur, payable at Jaipur for processing fee. The entire Banker's Cheques/Demand Drafts should be deposited physically in RSLDC office at jaipur up to the stipulated date and time.

3. **Nature of Bid- Least Cost Selection**

   In this bid, 'cost is inclusive of all liabilities except GST'. The bid is a percentage bid. The bidder should quote only consolidated service charge rate in percentage at which services will be provided by the bidder in the 'Financial Bid' / EOQ online (FIN-1). The lowest consolidated service charge in percentage will be the basis for selection as lowest value bid.

   **It is mandatory for the bidder to quote consolidated service charge rate in percentage for all resource mentioned in Annexure-A unconditionally.** (For example, if estimated cost of tender is Rs. 500000 and a bidder wants to charge 2% service charge, the bidder should quote the figure 200 in "Percentage BOC" (FIN-1)). Liabilities except GST applicable, if any, as per law and policy of Govt. of India and Govt. of Rajasthan will be paid by Service Provider. Service Provider solely responsible for this. RSLDC will pay only GST. Service Charge in addition to Service cost as mentioned in Bid Document.

   **Currencies of Proposal and Payments**

   The service cost on service points/ Resource quoted in Annexure-A is in Indian Rupees and all payments shall be made in Indian Rupees.

4. **Qualification & Submission of CV's**

   Work profile detail of service points is as per TOR (Annexure-B) and as instructed by concerned officer at time to time. The successful bidder will have to submit bio data and photo copy of testimonials along with other information as stated in serial no. 3 under "General Condition of Contract" duly attested by the bidder at the time of deployment to RSLDC. RSLDC reserves all rights to accept/reject the deployment.

5. **Only One Proposal**

   The bidder (including any joint venture member) shall submit only one proposal. Submission of more than one Bid paper by a bidder for a particular work shall be disqualified and rejected.

6. **Duration of Assignment**

   The duration of the assignment will be one year initially, which may be extended for another one year based on mutual agreement and satisfactory services.

7. **Period of Validity of Bids**:

   a. Bids shall remain valid for the period of 90 days, as specified in NAIE, after the bid submission deadline date prescribed by the Bidding authority. A bid valid for a shorter period shall be rejected by the Bidding authority as nonresponsive bid.

   b. In exceptional circumstances, prior to the expiration of the bid validity period, the Bidding authority may request bidders to extend the period of validity of their Bids. The BID Security shall also be extended for a corresponding period. A bidder may
refuse the request without forfeiting its bid security i.e. BID Security. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

8. **BID SECURITY**

Every bidder, if not exempted, participating in the bidding process must furnish the required Bid security deposit as specified in Notice Inviting Bid (NIB). The BID Security of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of successful bidder(s), the BID Security, may be adjusted in arriving at the amount of the Performance Security. BID Security of a bidder lying with RAJASTHAN SKILL AND LIVELIHOODS DEVELOPMENT CORPORATION, JAIPUR in respect of other bids awaiting decision will not be adjusted towards BID Security for the fresh bids. No interest will be paid on amount of BID Security / Performance Security Deposit.

9. **Forfeiture of Bid security**

The Bid security taken from the bidder shall be forfeited in following cases:

i. When the bidder withdraws or modifies his bid proposal after opening of bids.

ii. When the bidder does not execute the agreement in accordance of RTTP Rules after placement of supply/work order within specified time.

iii. When the bidder fails to commence the supply of goods and services as per purchase/workorder/ letter of award within the time prescribed.

iv. When the bidder does not deposit the security money after the work order is placed.

v. Any dues against the firm from any other contract with RSLDC.

vi. When the successful bidder fails to complete the services satisfactorily within the time specified.

vii. If the successful bidder breaches any provisions of code of integrity prescribed for bidders in RTTP Act, 2012 and RTTP rules, 2013.

10. **Technical Bid Format & Content**

   (i) The Technical Bid shall not include any financial information. A Technical Bid containing material financial information shall be declared non-responsive.

   (ii) Depending on the nature of the assignment, the Bidder is required to submit a Full Technical Bid (TECH-1 to TECH-3), as indicated in the TECH Standard Formats provided with bid.

11. **Financial Bid Format & Content**

The Financial Bid shall be prepared using the standard Format FIN-1 provided with Bid.

12. **Price Validity & Rate Escalation**

The service charge/rate quoted by the Service Provider shall be fixed for entire contract duration and no request for any change/modification shall be entertained.

13. **Deployment**

The services on service points will have to be provided by the Service Provider within 15 days from the award of contract.
14. Sub-contracting:

The bidder shall not assign, transfer, pledge or sub-let his contract or any substantial part thereof to any other Service Provider without the permission of Procuer/Bidding Authority.

15. Submission of Proposals:

a. The original proposal shall contain no interleavings or overwriting except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must sign such corrections. Submission letters for Technical Proposals should be in the format of TECH-1.

b. The bidder should ensure that self-attested copies of all relevant documents required for Technical Bid have been uploaded on website. All original documents/certificates/licenses will be produced for verification at time of opening of Technical Bid, if demanded.

c. Both the proposal (Financial and Technical) will be submitted electronically/online through the website of state public procurement portal only within time frame for submission.

d. The Bidder or a person authorized by the Bidder shall sign all pages of bid documents. The authorization shall be in the form of a written power of attorney accompanying the Bid in prescribed format (Annexure - D) or in any other form demonstrating that the representative has been duly authorized to sign.

e. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.

16. Format and Signing of Bid:

a. The bid forms/templates/annexure, etc., wherever applicable in technical Bid shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization as per Annexure-D.

b. Any amendments such as interleavings, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.

c. The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the e-proc portal in respective file/format.

17. Confidentiality:

a. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.

b. Any attempt by a bidder to influence the Bidding authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

c. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Bidding authority on any matter related to the bidding process, he is allowed to do so in writing.

Page 10 of 51
18. **Conflict of Interest:**

a. RSLDC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of RSLDC Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, RSLDC will take appropriate actions against the bidder(s), if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.

b. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP/Bid document for the procurement of the goods and services that are the subject matter of the bid.

c. It may be considered to be in a conflict of interest with one or more parties in the bidding process if,
   
i. They have controlling shareholders in common; or
   
ii. It receives or have received any direct or indirect subsidy from any of them; or
   
iii. They have the same legal representative for purposes of the Bid; or
   
iv. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Bidding authority regarding this bidding process.

d. The provisions of RTPP Act, 2012 and rules 2013/ RSR/ GF & AR/Labour Law will be applicable with respective amendments from time to time.

C. **Opening Of Bid**

1. **Bid Opening:**

a. The Bid Evaluation Committee will perform the bid opening, which is a critical event in the bidding process.

b. The Technical Bids shall be opened in presence of the bidders or their authorized representatives.

c. All the bids uploaded up to specified date and time shall be opened online, on date and time at the specified place in the presence of bidders or their authorized representatives, who may choose to be present as per procedure laid down in RTPP Act. and Rules. Alternatively, the bidders may also view the bid opening status/process online at e-Proc website.

d. All the documents comprising of technical bid/ cover shall be opened ONLINE on the e-Proc website (only for the bidders who have submitted the prescribed fee(s) physically to RAJASTHAN SKILL AND LIVELIHOODS DEVELOPMENT CORPORATION, JAIPUR (Herein after referred as RSLDC).

D. **Evaluation of Technical Bid**

Bidder who fulfill all requirement and submit all documents, required as mentioned in form Tech-2 (for all Technical Proposal) will be treated as technically qualified bidder only.
1. The evaluation shall be completed by the Bid Evaluation Committee as early as possible after opening of technical bids.

2. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause "Conflict of Interest" or "Disqualification".

3. The Technical Evaluation Committee will assess the ability of the Bidder to render the requisite services based on its past record, profile and on such other criteria as mention in Bid document and only those found fit will be eligible for financial bid opening.

4. The firms qualifying in technical evaluation will be informed.

5. The bid evaluation committee shall have full powers to undertake negotiations, if any.

6. Bidding authority's Right to accept/ Reject any or all of the Bids: The Bidding authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

7. Price / purchase preference in evaluation - Price and / or purchase preference notified by the State Government shall be considered in the evaluation of bids and award of contract.

E. Opening of Financial Bids

1. The financial bids/ cover of bidders who qualify in technical evaluation shall be opened ONLINE at the notified time, date and place in the presence of the bidders or their representatives, who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online on e-proc website.

2. The process of opening of financial bids/ covers shall be similar to that of technical bids.

3. Acceptance of the Bid:
   a. The Bidding authority shall award the Contract to the bidder whose proposal / bid has been determined to be the lowest value bid.

   b. As soon as a bid is accepted by the Bidding authority, its written intimation/ Letter of Acceptance would be sent to the concerned bidder asking to execute an agreement.

   c. The acceptance of an offer is complete as soon as the Letter of Acceptance is posted/ emailed to the bidder(s).

   d. The acceptance of the bid shall also be placed on websites www.livelihoods.rajasthan.gov.in, www.srop.rajasthan.gov.in and http://eproc.rajasthan.gov.in for information to all.

4. Correction of Errors

   The bidders are required to quote their consolidated service charge rates in percentage both in words and figures (The bidder should also sign on any overwriting or any correction made in the tendered rate). If there is a discrepancy between words and figures, the bid evaluation committee shall correct arithmetical errors in substantially responsive bids, on the following basis, namely

   (a) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

   (b) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error.
5. **Disqualification**

Bidding authority may, at its sole discretion and at any time during the processing of bids, disqualify any bidder/bid from the bid process, if the bidder:

i. Has not submitted the bid in accordance with the bidding document.

ii. Has submitted bid without submitting the prescribed Tender Fee, Processing Fee, BID Security or the Bidder's authorization certificate.

iii. Has imposed conditions in his bid.

iv. During validity of the bid or its extended period, if any, increases his quoted prices.

v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

vi. Has failed to provide clarifications related thereto, when sought.

vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the BID Security.

viii. Is found of canvassing, influencing or attempting to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

6. **Agreement**

The successful bidder will enter into an agreement with this office on non-judicial stamp paper of Rs.5000/- (Rupees Five Thousand Only) within 7 days from the issue date of Letter of Acceptance (LoA). The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of one year or extended period commencing from the date of actual deployment of Resource to RSLDC and shall continue to be in force in the same manner, unless terminated in writing.

i. The agreement period of this tender is for one year. The contract/agreement can be extended subject to satisfactory performance of the Service Provider.

ii. Until a formal contract is prepared and executed, the letter of acceptance shall constitute a binding contract.

iii. Draft Agreement is attached [Annexure: ]

F. **Performance Security, Penalty and Liquidity Damages**

1. **Performance Security Deposit**

Performance security deposit shall be solicited from the successful bidder. The amount of performance security deposit shall be 5% of the amount of the total contract value. The bidder shall deliver the performance security deposit to the RSLDC within 7 days after issue of Letter of Acceptance (LoA) in the form of an account payee demand draft or banker’s cheque of a scheduled bank in India / Bank Guarantee drawn in favor of “Rajasthan Skill & Livelihoods Development Corporation” payable at Jaipur. It shall be in the format given with bid document (Annexure - F). The submitted bank guarantee shall be got verified by issuing bank. The performance security deposit furnished in the form of a document shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. Any recovery which
is not recouped from running bills shall be recovered from on time but final settlement of Performance Security.

2. **Penalty / Recovery for Replacement of Service Points**:
   
   i. If service points needs replacement for any reason, it will be replaced positively within:
      a. Seven working days for General service category
      b. Fifteen working days for other services category.
   
   ii. A penalty amounting to Rs. 500 per service point per day will be imposed after allowed time for replacement.

3. **Liquidated Damages provision**
   
   Generally resources deployed by service provider have to be delivered services as per mention in Annexure-B and instruction given by concerned officer at time to time. Except as provided under terms of this document, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of Liquidated Damages in terms of this document, unless an extension of delivery period is agreed.
   
   Delivery period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the selected bidder:
   
   i. The selected bidder shall request in writing to Bidding authority giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained.
   
   ii. RSLDC shall examine the justification of cause of hindrance in the delivery of service and the period of delay occurred due to that. Subject to the satisfaction, RSLDC may grant extension with or without liquidated damages.
   
   iii. If RSLDC agrees to extend the delivery period / schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued.
   
   iv. Annexure- A & B are interrelated for all the purposes.

G. **In case of extension in delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the selected bidder has failed to supply.**

<table>
<thead>
<tr>
<th>No.</th>
<th>Conditions (Days rounded off to the nearest integer)</th>
<th>LD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Delay up to ¼ period of prescribed delivery</td>
<td>2.5%</td>
</tr>
<tr>
<td>(b)</td>
<td>Delay exceeding ¼ but not exceeding ½ of prescribed period</td>
<td>5%</td>
</tr>
<tr>
<td>(c)</td>
<td>Delay exceeding ½ but not exceeding ¾ period of prescribed period</td>
<td>7.5%</td>
</tr>
<tr>
<td>(d)</td>
<td>Delay exceeding ¾ of prescribed period</td>
<td>10%</td>
</tr>
</tbody>
</table>

**Note**

i. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
ii. The maximum amount of agreed liquidated damages shall be 10%.

iii. If the bidder required an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to MD, RSLDC, which has placed the supply order, for the same immediately on occurrence of hindrance but not after the stipulated date of completion of supply.

H. Delay period may be extended with or without liquidated damages if the delay in supply of Resource is on account of hindrances beyond the control of the bidder.

I. Any Liquidated Damages would be deducted from the due payment.

II. GENERAL CONDITIONS OF CONTRACT

1. Service Provider will ensure deployment of qualified and skilled resources as per the eligibility criteria indicated in Annexure-A and ToR as per Annexure-B as required by this office for performing such services.

2. The quantity of Resource & services may be increased or decreased by the procurer during currency of the contract as per Rules.

3. The Resources provided for service points by the Service Provider should not have any adverse Police records/criminal cases against them. The Service Provider should make adequate enquiries about the character and antecedents of the resources whom they are recommending. The Successful Bidder/Service Provider should ensure to verify the character and antecedents of resources before deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph. Police verification report may be asked, if needed, by RSLDC. The service provider will also ensure that the Resources provided are medically fit. The Service Provider shall withdraw such Resources who are not found suitable by the office for any reasons immediately on receipt of such a request.

4. This Bid is only for service procurement, so there is no Master and Servant relationship between the resources provided by the Service provider and this office.

5. For the purpose of this contract, deliverable means “resource and assigned services/work” and Resource means “who delivers the assigned services/work”. There will be quarterly review about performance of Resources for delivering the deliverables.

6. The service provider or his Resources shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or RAPSAR Act, 1999.

7. The service provider’s Resources shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/secret nature.

8. The service provider’s Resource should be polite, cordial, positive and efficient and follow official decorum while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of Resources provided by them. The Service Provider shall be bound to prohibit and prevent any of their Resource from being intoxicated while on duty, trespassing or acting in any way detrimental or prejudicial to the interest of this Department. The decision of the Officer-in-charge on any matter arising under the clause shall be final and binding on the Service Provider.

9. The Resources shall maintain dignity of office as well as desired decency of behavior to female colleagues/staff and dress code should always be neat & formal.
10. That the Resources engaged shall not be below the age of 18 years and not above 60 years, except the services where specific provision has been made for retired government/government autonomous body employees.

11. The functional control over the Resources provided by the Successful Bidder will rest with RSLDC and the disciplinary/administrative/Technical control will be with the Service Provider. Any disputes between or among Resources shall be settled by the Successful Bidder.

12. For the following service points, Resources’ deployment would require consent of Managing Director, RSLDC:
   a. Consultant (Skill/ Policies Plan/Placement/Assessment & Certification/OP/TSRP)
   b. Placement Manager & Senior Counselor/Executive
   c. Appraisal Manager
   d. MIS Analyst
   e. Sr. Finance Executive
   f. Finance Executive-CA
   g. Graphic Designer cum Photographer
   h. Sr./ Jr. Personal Assistant
   i. Systems & Networking Executive

13. This office may require the service provider to dismiss or remove from the work place, any Resource, provided by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its Resources, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this office.

14. The service provider has to provide Photo Identity Cards, at his cost, to the Resources deployed for carrying out the work. These cards are to be constantly displayed by the Resources.

15. Transportation, food, medical and other statutory requirements, if any, in respect of each and every Resource of the service provider shall be the responsibility of the service provider.

16. Subject to terms of this document; no variation in or modification of the terms of contract shall be made except by written amendment.

17. The service provider shall ensure proper conduct of his Resources in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking and loitering without work.

18. The service provider will provide the services at service points created temporarily for a shorter period also, in case of any exigencies, as per the requirement of this office.

19. The service provider shall be contactable at all times and messages sent by phone/email/fax/special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.

20. This office shall not be liable for any loss, damage, theft, burglary or robbery of any belongings, equipment’s or vehicles of the Resources deployed by the service provider.

21. If this office suffers any loss or damage on account of negligence, default or theft on the part of the Resources of the Successful bidder, then the Successful bidder
shall be liable to reimburse to this office for the same. The Successful bidders shall keep this office fully indemnified against the damage by any resources engaged by the Successful bidder. For any accident or casualty occurred during the course of working to any resources provided by the Service Provider, the liability that will arise out of the accident will be borne by the Successful bidder. The responsibility will remain with the Successful bidder and this office will in no way be responsible for it or any other clause mentioned above.

22. The bidder shall use a bio-Metric machine provided by RSLDC in respect of attendance of the Resources provided by the Service Provider on the basis of which wages/remuneration will be decided. This bio-Metric device will be connected to RSLDC server for recording of attendance. The Service Provider shall also maintain an Attendance Register as standby arrangement. In case of any discrepancy or for any other reason, the attendance recorded manually may also be considered subject to verification by the concerned officer.

23. Although RSLDC follows the working days as per the State Govt., but the deliverables may be called on Saturday &/or any holiday without any compensation. Working hours would be normally from 9.30 a.m. to 6.00 p.m including half an hour lunch break, except Office Boys for whom working hours will be 9.00 A.M. to 6.30 P.M. However, the concerned deliverable may have to work beyond office hours. The deliverables provided shall be punctual and shall abide by the directions of the Department in this regard.

24. Leaves:
   a. Six days absence in Six Months with permission shall be allowed to the service points.
   b. Any leave availed by service point without permission of the concerned officer shall be deemed as unauthorized absence.
   c. Any unauthorized absence of more than 7 working days shall be deemed as relinquishment of job. Accordingly, the service provider shall replace the Resources.
   d. Remuneration for sandwiched holidays will be allowed to a Resource only if he has balance leaves to cover both the prefixed and suffixed working days provided the leaves have been availed with permission.

25. All Resources or any part of it should come to the office in prescribed uniform, if prescribed by RSLDC. The cost of liveries will be paid extra in case of decision to prescribe uniform is taken by RSLDC.

26. If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procurer in writing of the fact of the delay, it’s likely duration and it’s cause(s).

27. The successful bidder should have local office at Jaipur to ensure satisfactory fulfillment of contractual obligations and shall notify its address and number of designated contact person to RSLDC.

28. Nodal Representative:
   Service provider shall manage proper deployment, handle Resource’ grievances, ensure wearing of ID cards & uniform by the Resources, exercise administrative control over Resources, follow of terms & conditions of contract and coordinate in day to day work with RSLDC through a local/nodal representative. If required RSLDC may provide working space to him.
29. That on the expiry of the agreement as mentioned above, the Service Provider will withdraw all its Resource after making knowledge transfer to new service provider, if required, within 30 days.

30. That on expiry of the agreement, the bidder shall ensure that all its Resources have deposited all the equipment's, documents, files or any other material issued by RSLDC to the Resource in connection with the smooth working. If necessary, hand over taken over may also be made.

31. That if any amount is found payable by the bidder towards wages and statutory dues or in respect of any loss to this office property, the same shall be adjusted from the security deposit to the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.

32. The procurer will not be responsible relating to employment statutory provisions and rules (as applicable) regulatory issues. Service provider is sole responsible for this. It's the responsibility of service provider to comply with minimum wages, mandatory contribution and other applicable provisions related with this contract.

33. Payment Schedule

a. Here 'Cost is inclusive of all liabilities except GST'. RSLDC will not pay any other sum except cost, GST and Service Charge.

b. The payment to the Service Provider will be made on monthly basis based upon acceptable Resources and services as per actual deployment of service points as well as executed services/work assigned to them, duly certified by the officer with whom Resource is attached that his services are satisfactory and attendance as per bill.

c. The service provider will submit the bill (in scheme/group wise bills, if asked) in duplicate in respect of a particular month in the first week of the succeeding month. The payment to the Service Provider will be normally released within a month from the date of submission of claim, complete in all respects. Taxes, if any, shall be deducted at source as per the relevant Act.

d. The bidder shall make payment to the service points by 7th of each month at the rates specified in Annexure-A through Account payee Cheque/Banker Cheque/Demand Draft/ NEFT/RTGS only at the rate specified in Annexure-A. The mode and details of payments to service points would be made available by the bidder, if demanded by the procurer, with next month's bill.

e. The service provider shall engage necessary Resources as required by RSLDC from time to time. The said Resource engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary and other dues every month irrespective of the payments by RSLDC.

f. Penalty and LD, if any shall be deducted from the due payments.

g. That on the expiry of the agreement, as mentioned above, the Service Provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Service Provider, it shall be the entire responsibility of the Service Provider to pay and settle the same.
b. **Change in the Applicable Law Related to GST**: If, after the date of contract, there is any change in the Applicable Law with respect to GST which increases or decreases the cost incurred by the bidder in performing the services, then the Reimbursable Expenses otherwise payable to the bidder under this contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the contract price amount.

e. The Tax Deduction at Source (TDS) shall be made as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided to the Success Bidder by the Department. The GST will be borne by RSLDC. It shall be shown separately.

j. The mandatory contribution as per Govt. rules will be paid by service provider and submission of them is the responsibility of service provider. The proof of deposition (copy of Challan) of contribution will be submitted in the following month.

k. Successful bidder is solely responsible for submission of all taxes, Duties, Charges related with this contract.

34. **Accounting, Inspection and Auditing**

The Bidder shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time charges and costs. Bidder will ensure to make available always his books of accounts for inspection of RSLDC.

35. **Replacement of Resource**

a. Except as the bidder may otherwise agree in writing, generally no change shall be made in the Resource.

b. Notwithstanding the above, the substitution of Resource during contract execution may be considered only based on the bidders written request due to circumstances outside the reasonable control of the bidder, including but not limited to death or medical incapacity. In such case, the bidder shall forthwith provide as a replacement, a person of equivalent qualifications and experience.

36. **Removable of Resource**

a. If the procurer finds that any of the Resource has committed serious misconduct or has been charged with having committed a criminal action, or shall the procurer determine the bidder’s Resource has engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the bidder shall, at the procurer’s written request, provide a replacement.

b. In the event that any of Resource is found by the procurer to be incompetent or incapable in discharging assigned duties, the procurer, specifying the ground therefore, may request the bidder to provide a replacement.

c. Any replacement of the removed Resource shall possess same or better qualification and experience and shall be acceptable to the procurer.

d. The bidder shall bear all costs arising out of or incidental to any removal and/or replacement of such Resource.
37. No Dues Certificate for Replacement or Removal or Resignation

The bidder shall obtain 'No Dues Certificate' from the procurer for each service point in case of Replacement or Removal or Resignation or otherwise, as the case may be. It should be noted that the bidder shall be responsible for all financial implications, if any, arising on account thereof. In addition to this the bidder shall also be liable for all the legal issues on account of not obtaining 'No Dues Certificate' and/or also not handing over the documents/files, if any.

38. Compliance with the code of Integrity and no conflict of Interest: The bidder will follow the code of integrity and No conflict of Interest as mentioned in RTPP Act, 2012 & Rules 2013. In case of breach of any provision of the code of integrity by a bidder or a prospective bidder as the case may be, the RSLDC may take appropriate action in accordance with the provisions of RTPP Act, 2012 & Rules – 2013.

39. Termination:

A. Termination for Default:
   i. The Bid sanctioning authority of RSLDC may, without prejudice to any other remedy for breach of contract, by a written notice of default, of at least 30 days, sent to the selected bidder(s), terminate the contract in whole or in part -
      a) If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RSLDC; or
      b) If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or if the selected bidder(s), in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
      c) If the selected bidder commits breach of any condition of the contract.
   ii. If RSLDC terminates the contract in whole or in part, amount of Performance Security may be forfeited.

b. Termination for Insolvency: RSLDC may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder(s), if the selected bidder become bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder(s), provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RSLDC.

c. Termination for Convenience:
   i. RSLDC, by a written notice of at least 30 days sent to the selected bidder(s), may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
   ii. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract, if any, due to such termination.
40. Exit Management:

The successful bidder may continue work under this contract during the duration of the exit management period, which may be 1 months period from the date of expiry or termination of the agreement, if required by RSLDC to do so during this period the bidder will transfer all knowledge to RSLDC or its nominated Service Provider. The Performance Security submitted by bidder will be returned after the successful transfer of knowledge.

a) Transfer of Assets

i. That on the expiry of this clause, the bidder and any resources assigned for the performance of the services under this contract shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by bidder to RSLDC.

ii. Supplied hardware & documents etc (excluding any vested intellectual property rights), used by the bidder for RSLDC shall be the legal properties of RSLDC.

b) Transfer of data

The bidder will promptly on the commencement of the exit management period shall supply to RSLDC the following:

i. Documentation relating to Intellectual Property Rights;

ii. Project related data and confidential information;

iii. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RSLDC or its nominated agencies or its replacement operator to carry out due diligence in order to transition the provision of the services to RSLDC or its nominated agencies, or its replacement firm (as the case may be).

iv. Before the expiry of the exit management period, the successful bidder shall deliver to RSLDC or its nominated agencies all new or updated materials from the categories set out above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.

v. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause

vi. It would be the responsibility of the Successful bidder/service provider to support the new nominated Service Provider during the transition period.

41. "Force Majeure:"

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not for seeable. Such events may include, but are not limited to, acts of the Procuerer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuer in writing of such conditions and the cause thereof. Unless otherwise directed by the Procuer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
42. **Pre Bid clarifications:**

Any clarification regarding this Bid document clauses may obtained from the General Manager RSLDC during office hours till seven days prior to opening date of technical bid.

43. **Grievance redressal during the Procurement Process:**

Any grievance of a bidder pertaining to the procurement process shall be by way of filing an appeal to the First or second Appellate Authority, as the case may be, in accordance with the provisions of RTPP Act 2012 and RTPP Rules and as given in Annexure-G of this bid.

44. **Settlement of Disputes**

General: If any dispute arises between the supplier/selected bidder and RSLDC arising out of contract shall be settled within jurisdiction of Jaipur procedurally during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the selected bidder on the points of dispute. The representation so received shall be examined by RSLDC. The selected bidder will also be given an opportunity of being heard. The Managing Director- RSLDC will take a decision on the representation and convey it in writing to the selected bidder(s) which would be final and binding to all.

45. **Notwithstanding anything stated above, the provisions of RTPP Act, 2012 and rules 2013/ RSR/ GF & AR will be applicable with respective amendments made by Govt. of Rajasthan time to time.**

46. **The required provisions of circular of finance (G & T) Dept. Dated 30.04.2013 will have necessarily applicable to this procurement.**
FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM
(On bidders letter head duly signed by authorized signatory)

To:
Managing Director,
Rajasthan Skill and Livelihoods Development Corporation
EMI Campus, J-8-B, Jhalana Institutional Area,
Jaipur-302004
Rajasthan
Tel/0141-2708150

Dear Sir,

We, the undersigned, offer to provide services of service points on job basis to Rajasthan Skill and Livelihoods Development Corporation (RSLDC) in accordance with your NIB of dated ................. we are hereby submitting our Proposed, which includes this Technical Proposal and a Financial Proposal online on e-proc website http://eproc.rajasthan.gov.in.

(If the bidder is a joint venture, insert the following: We are submitting our Proposal as a joint venture with: (insert a list with full name and the legal address of each member, and indicated the lead member). We have attached a copy (insert: "of our letter of intent to form a joint venture" or, if a joint venture is already formed, "of the joint venture agreement" signed by every participating member, which details the lightly legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.))

Or

(If the bidder's proposal includes a Sub-bidder, insert the following: We are submitting our proposal with the following firms as Sub-bidder: (Insert a list with full name and address of each Sub-bidder.))

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this proposal may lead to our disqualification by the procurer.
(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid document.
(c) We have no conflict of interest as stated in the Bid.
(d) We meet the eligibility requirements as stated in Bid and we confirm over outstanding of our obligation to abide by the code of integrity.
(e) Our Proposal is binding upon us and subject to any modification resulting from the Contract negotiations.

Page 23 of 51
We remain

Your Sincerely

Authorized Signature (In full and initials): 

Name and Title of Signatory: 
Name of Bidder (Firm's/Company's Name or JV's Name):

In the capacity of: 
Address:

Contact Information (Phone and E-mail): 

(For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.)
Rajasthan Skill & Livelihood Development Corporation

Form TECH-2

(FOR FULL TECHNICAL PROPOSAL)

I/We abide by all the terms and conditions mentioned in this form issued by the Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm.

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<tbody>
<tr>
<td>1.</td>
<td>Whether bidder is incorporated &amp; registered in India, Under the Indian Companies Act or Limited Liability Partnership Act or Societies Registration Act/Cooperation Societies Act or in a Partnership firm and in operation in India since at least last 3 years</td>
<td>Annexure T-1 (1) In case of a company Registration Certificate, Memorandum of Association (M0A) and Article of Association. In case of Partnership firm registration certificate, power of attorney. Any other equivalent document in case of any other registered entity.</td>
<td>Yes</td>
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<tr>
<td>2.</td>
<td>The bidder is not black listed/debarred by any department/organization/board/undertaking/corporation of Central/State Govt.</td>
<td>Annexure T-2 (A Self-certified letter by the designated official of the responding company Performs annexure-C)</td>
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<tr>
<td>3.</td>
<td>The Bidder should have annual turnover not less than Rs. 4.00 crores {Rupees Four Crores} per year in preceding three financial years. Out of turnover a minimum sum of Rs- 2.00 crore (Rs- of Two Crore) per year should be from HR services in preceding three financial years. Note% This must be the individual Company's turnover for program management of relevant projects and not that of group of statements for the last Companies</td>
<td>Annexure T-3 [CA Certified copy of the Audited profit and loss account/Balance sheet/annual report of the last three financial of CA regarding turnover from consultancy &amp; HR Services &amp; HR Services for relevant three financial years. In the absence of audited statements for the last year, provisional statements may be submitted.</td>
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4. The bidder should have aggregate net profit for three preceding Financial Years as revealed by audited balance sheet. Annexure T-4 (CA Certified copy of the audited profit and loss account/balance sheet annual report of the last three financial years. In the absence of audited statements for the last year provisional statement may be submitted.

5. Experience in a similar line of business for more than three years towards outsourcing the service in job base contract/maintenance supply. Annexure T-5 (Copy of Contract /Client letter (Certified & Self-Attested)

6. Atleast one same type of contract had done with any Govt./Board/Corporation etc. Annexure T-6 (Copy of Contract And successful completion letter by concern client)

7. Whether the Bidder has submitted an undertaking to provide required number of resources as per Annexure - A & Qualification in case of its selection as Service Provider. Annexure T-7 (Declaration duly signed by authorized signatory).

8. The Bidder has to attach following:-
(i) Registration with regional labour commissioner
(ii) EPF registration
(iii) ESI registration
(iv) GST registration
(v) PAN Card
(vi) GST clearance certificate and income tax. Annexure T-8 (Certified & Self-attested)

9. The requisite tender fee amounting to Rs. 2000/-
(Rupees Two Thousand Only) Scanned Copy of DD/EC

No .................................
Date .................................

10. The requisite processing Fee amounting to Rs 1000/-
(Rupees One Thousand Only) Scanned Copy of DD/BC

No .................................
Date .................................

11. The requisite BID Security amounting to Rs. 3.47 lacs
(Rupees Three Lacs Fourty Seven Only) Scanned Copy of DD/BC

No .................................
Date .................................

*Note:- All requirement and document mentioned above are mandatory.
Authorized Signature (in full and initials): __________________________
Name and Title of Signatory: __________________________
Name of Bidder (Firm’s/Company’s Name or JV’s Name): __________________________
In the capacity of: __________________________
Address: _______________________________________________________
Contact Information (Phone and E-mail): __________________________

{For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.}
BIDDER'S ORGANIZATION AND EXPERIENCE

Form TECH-3: a brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Bidder's Key Experts and Sub-bidders who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-bidding, the amount paid to the Bidder), and the Bidder's role/involvement.

A - Bidder's Organization
1. Provide here a brief description of the background and organization of your firm/company, and - in case of a joint venture - of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B - Bidder's Experience
1. List only previous similar assignments successfully completed in the last 3 years.
2. List only those assignments for which the Bidder was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Bidder's individual experts working privately or through other Bidding firms cannot be claimed as the relevant experience of the Bidder or that of the Bidder's partners or sub-bidders, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references.

Authorized Signature [In full and initials]: _______________________________________
Name and Title of Signatory: ______________________________________________________
Name of Bidder (Firm's/Company's Name or JV's Name): ______________________________
In the capacity of: _______________________________________________________________
Address: ________________________________________________________________
Contact Information (Phone and E-mail): ____________________________________________

{For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}
<table>
<thead>
<tr>
<th>Duration</th>
<th>Assignments name/ &amp; brief description of main Resource/ outputs</th>
<th>Name of Client &amp; Country of Assignment</th>
<th>Approx. Contract value (in Indian Rupees equivalent)/Amount paid to your firm</th>
<th>Role on the Assignment</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Authorized Signature {In full and initials}: __________________________________________
Name and Title of Signatory: _________________________________________________________
Name of Bidder (Firm’s/Company’s Name or JV’s Name): ________________________________
In the capacity of: _________________________________________________________________
Address: ________________________________________________________________________
Contact Information (Phone and E-mail): ____________________________________________

{For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}
Rajasthan Skill and Livelihoods Development Corporation
EMI Campus, J-9-A, Jhalana Institutional Area, Jaipur - 302004 (Raj.)

Service Point Details of Resources

Service cost per point per month is inclusive of all liabilities except GST.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Service</th>
<th>Eligibility</th>
<th>Service cost per point per month (in Rs.)</th>
<th>Number of Service Points</th>
<th>Total Cost per Month (in Rs.)</th>
</tr>
</thead>
</table>
| 1.     | Consultant (Skill/ Policies-Plan/Placement/ Assessment & Certification/ Overseas Placement Bureau/Rajasthan Pravasi Sharmik Kalyan Prakosth) | MBA or equivalent/MSW with at least 10 years work experience in Social Sector/Social Mobilization/ Project Implementation/ Skilling/ Assessment & Certification/ Overseas Promotion Bureau/ Training & Placement,  

or

A person with at least 20 years experience of Govt./Govt. organization/body in a managerial capacity. Desirable: The person should have proven track record of:-  
1. Working with state/central government programmes of similar nature and size  
2. Implementing Skill Development/ livelihoods/poverty reduction programme.  
3. The relevant training programmes/specific course in social mobilization will be given weightage.  
4. In case of Overseas Placement Bureau/Rajasthan Pravasi Sharmik Kalyan Prakosth, Candidate having exposure and experience of promotional and welfare activities of emigrants, outreach programme and coordination with MEA, Head of Indian Mission and District Administration Rajasthan shall be given preference. Retired Govt. officials with required relevant experience may also be considered. | 33,000                                    | 3                                 | 99,000                       |
<table>
<thead>
<tr>
<th></th>
<th>Position</th>
<th>Qualification</th>
<th>Experience</th>
<th>Salary</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Placement Manager &amp; Senior Counselor/Executive (OPB)</td>
<td>Graduate in any discipline with 5 years experience in immigration, BPO, VISA Services, Basic working knowledge of computer ('o' level) and Fluency in English.</td>
<td>44,000</td>
<td>1</td>
<td>44,000</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Appraisal Manager</td>
<td>MSW/PG in Sociology/ MBA with work experience of 8 years or above with experience of project appraisal or due diligence in public or private grants or investments. or A retired officer not below the rank of Dy. AG</td>
<td>44,000</td>
<td>1</td>
<td>44,000</td>
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<td></td>
<td><strong>MIS Services</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>MIS Analyst</td>
<td>BE/B. Tech in Computer/IT or MCA Experience: At least 5 years relevant experience out of which minimum 3 yrs experience in handling MIS.</td>
<td>44,000</td>
<td>2</td>
<td>88,000</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>MIS Assistant</td>
<td>BE/B.Tech in Computer/IT/ or MCA Experience: At least 2 years relevant experience in IT System management/support and maintenance.</td>
<td>24,200</td>
<td>4</td>
<td>96,800</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Tele caller</td>
<td>Graduate in any stream having at least 3 years relevant experience with good communication skills. Candidates having call centre experience will be preferred.</td>
<td>11,000</td>
<td>1</td>
<td>11,000</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Position</td>
<td>Experience Details</td>
<td>CTC</td>
<td>Experience</td>
<td>CTC</td>
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<tr>
<td>7.</td>
<td>Sr. Finance Executive</td>
<td>M. Com. in ABST/MBA in Finance/Intermediate in CA with good knowledge of accounting softwares and experience of at least 7 years in financial management/book keeping in a large organisation/Govt./Govt. organization. Or Charted Accountant with 3 years relevant experience.</td>
<td>49500</td>
<td>1</td>
<td>49500</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Finance Executive</td>
<td>M.Com. with knowledge of accounting softwares <strong>Experience:</strong> At least 3 years in financial management/book keeping in a large organisation/Govt./Govt. organization. Or Charted Accountant with 1 year relevant experience.</td>
<td>22000</td>
<td>3</td>
<td>66000</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Finance Assistant</td>
<td>B Com. having knowledge of accounting softwares. <strong>Experience</strong> 2 years experience in Financial Management/Book keeping on accounting software. Experience in Govt./Govt. organization of working on accounting software Tally/Velac shall be preferred.</td>
<td>14300</td>
<td>1</td>
<td>14300</td>
<td></td>
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<tr>
<td>10.</td>
<td>Graphic Designer cum Photographer</td>
<td>Bachelor’s Degree in any field with minimum 5 years experience in the field of Photography, Animation, Video Editing, Graphic Designing. Preference will be given to Professional having Certificate/Diploma in Course of Animation/Film Making/Graphic designing.</td>
<td>44000</td>
<td>1</td>
<td>44000</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Sr. Personal Assistant</td>
<td>Graduate having 20 years' related work experience and should have good stenography &amp; typing speed in English/Hindi or both. He is expected to work beyond office hours and may be called on holidays. Retired Govt. officials with required relevant experience will also be considered.</td>
<td>33000</td>
<td>1</td>
<td>33000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job Title</td>
<td>Description</td>
<td>Salary</td>
<td>Grade</td>
<td>Total</td>
<td></td>
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</tr>
</tbody>
</table>
| 12| Jr. Personal Assistant          | Graduate having 10 years' related work experience and should have good stenography & typing speed in English/Hindi or both.  
He is expected to work beyond office hours and may be called on holidays.  
Retired Govt. officials with required relevant experience will also be considered. | 26,400 | 1     | 26,400 |
| 13| Systems & Network Administrator | B.E/MCA & Preference will be given to Certificate/Diploma holder in computer hardware and networking/CCNA  
**Experience**  
Minimum 3 years' experience of maintaining IT systems and networking in large organization. | 27,500 | 1     | 27,500 |
| 14| Store/Record keeper             | Graduate having experience of minimum 5 years of office functioning/office administration in Govt./Govt. organization.  
Certificate course from RSCIT or equivalent computer course is requires.  
Knowledge of computer working would be given weightage. | 22,000 | 1     | 22,000 |
| 15| Care Taker cum Housekeeping Assistant | Sr. Secondary with at least 5 years experience of Caretaker/ housekeeping/ event management in a large reputed organization/ Govt./ Govt. Autonomous organization  
He should be net savvy and hands on experience of computers.  
He should be ready to work on holidays and beyond office hours, if required. | 22,000 | 1     | 22,000 |
<p>| 16| Dispatcher                      | Sr. Sec. having at least 3 years' experience of similar nature and should be capable of keeping track of dak and file movement or handling courier services. | 10,450 | 1     | 10,450 |</p>
<table>
<thead>
<tr>
<th></th>
<th>Position</th>
<th>Qualification</th>
<th>Qualification Details</th>
<th>Annual Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.</td>
<td>Office Associate</td>
<td>Graduate in any stream with at least 5 years working experience of office functioning. Certificate course from RSCIT or equivalent computer course is required. Proficiency in working on computer and Internet is must.</td>
<td>15,400 10 1,54,000</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Office Assistant</td>
<td>Graduate in any stream with at least 3 years’ experience of office functioning. Certificate course from RSCIT or equivalent computer course from any recognized institution and having good typing speed with internet based working.</td>
<td>11,000 3 33,000</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Computer Operator</td>
<td>Graduate in any stream with at least 3 years’ experience related to experience Should have good typing speed in English and Hindi. Certificate course from RS-CIT or equivalent computer course from any recognized institution and having good typing speed with internet based working.</td>
<td>9,900 30 2,97,000</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Office Boy</td>
<td>8th passed with 2 years experience as office boy/peon in reputed organization</td>
<td></td>
<td>8800 30 2,64,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>14,45,950</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>Total Annual expenditure</strong></td>
<td><strong>1,73,51,400</strong></td>
<td></td>
</tr>
</tbody>
</table>

Total expenditure: Rs. One Crore Seventy Three Lakh Fifty One Thousand Four Hundred Only

Authorized Signature {In full and initials}: __________________________
Name and Title of Signatory: ________________________________________
Name of Bidder (Firm's/Company’s Name or JV’s Name): __________________
In the capacity of: ________________________________________________
Address: __________________________________________________________
Contact Information (Phone and E-mail): _______________________________

{For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.
ToR for Consultancy Services

- Conceptualizing and designing programs for skill development.
- Identifying socio-economic sectors in the state of Rajasthan for empowerment of skills.
- Extending assistance and inputs for improvement of ongoing skill development project of corporation.
- Identification, Inspection and Assessment of skill Development Centers/Programs.
- Monitoring, co-ordination and implementation of RSLDC skill development project.
- Inter-Service Provider co-ordination and support.
- Knowledge of skill development of construction sector workforce.
- To assist corporation in preparation and presentation of project/proposal for Govt/Govt and organizations.
- Any other work entrusted by MD/GM/DGM.

ToR for Placement Manager & Senior Counselor

- Information guidance & counselling to job aspirants
- Facilitation of placements
- Pre-Departure Orientation Training for candidates selected for overseas jobs.
- Monitoring and supervision of PDO centers located in Rajasthan and coordination with MEA in the capacity of State Coordinator, PDOT.
- Seminar/Workshop, Foreign Employers meet/B2B meeting in cooperation with MEA and related National/International organization.
- Branding & promotion of Overseas Placement Bureau (RSLDC as RA) in overseas job market.
- New initiatives to explore overseas job market for the benefit of youth of Rajasthan.
- Any other activity assigned by RSLDC management.

ToR for Appraisal Manager

- He/She would be involved in Appraisal work and supervise his team of Appraisers.

ToR for MIS Analyst

- Will be responsible for MIS operation at RSLDC Head Office, district offices & Skill Development Centres.
- Identify & record the details of any issues w.r.t. MIS entry being faced by District Managers & Centre Heads in respective Districts.
- Provide assistance in imparting MIS training to CH, TP, DM, ZC, RSLDC officers.
- Telephonic Support / online support to all DMs & CHs in respective districts related to MIS application.
• Ensure the timely entry of data & biometric attendance into MIS application from districts & SDC.
• Prepare District-wise status reports as per requirement of RSLDC.
• Testing all functionalities of MIS application & recording bugs, additional requirement etc.
• Assist MIS manager in coordination with PMCA Technical Team, DoIT&C, Training Partners, District Manager, Centre Head and Other Stakeholders.

**TOR for MIS Assistant**

• Each one will be responsible for MIS operation at RSLDC Head office, district office & Skill Development Centres.
• Identify & record the details of any issues w.r.t. MIS entry being faced by District Manager & Centre Head in respective Districts.

**TOR for Tele Caller MIS**

• Will make placement verification calls to youths trained & placed by TP/ Company HR person or supervisor / youth's father / colleague, etc. as per the directions from RSLDC.
• At a later stage, same set of people will be used for multi-functional roles as RSLDC support center team for youth/TP.

**ToR for Senior Finance Executive**

• Designing, planning and undertaking specific monitoring visits to test financial systems and controls.
• Overall management of Book Keeping and financial software of the Corporation and reporting to the Higher Management.
• She/he would be responsible for management accounting by ensuring regular update, periodical review, reporting of the finance information system, oversee fund transfer requests and cash flow management, ensuring effective and efficient use to funds across the partners and coordination units.
• She/he should be capable enough to manage/develop policies, systems and procedures to bring financial probity, ensure timely Utilization Certificates from partners etc.
• Knowledge and execution of payment of schemes and administration.
• She/he should be capable enough to prepare Plan, Submission, Execution, Monitoring etc. according to provision of finance manual of corporation and other applicable rule.
• She/he has knowledge of Public/ Govt. procurement procedures.

**ToR for Finance Executive**

• She/he would assist in management accounting
• She/he would be responsible for management accounting by ensuring regular update, periodical review, reporting of the finance information system, oversee fund transfer requests and cash flow management ensuring effective and efficient use of funds across the partners and coordination units.
• She/he would be responsible for generating financial reports as per the budget/requirements.
• She/he would be responsible for managing the company’s books of accounts in the financial software.
• She/he should have good understanding of double and single entry and innovations in accounts.
• She/he should have good understanding of double and single entry and innovations in accounts.
• Execution of payment of schemes and administration.
ToR for Finance Assistant

- She/he would assist in management accounting.
- She/he would be responsible for management accounting by ensuring regular update, periodical review, reporting of the finance information system, oversee fund transfer requests and cash flow management, ensuring effective and efficient use of funds across the partners and coordination units.
- She/he would be responsible for generating financial reports as per the budget/requirements.
- She/he would be responsible for managing the company’s books of accounts in the financial software.

ToR for Photographer cum Graphic Designer

She/he would be responsible for Photography & Graphic Designing work for:-

- Monthly District-wise SEE Fairs.
- Army Recruitment Rallies.
- Successful candidates’ video testimonials (Success Stories).
- Skill icons video testimonials.
- Brand Ambassadors video testimonials.
- Video & Still Photography of Centers of Excellence.
- Video & Still Photography of important industry partnerships.
- Video & Still Photography of good skill development centers.
- Video & Still Photography of Skill Universities.
- Coverage of major programs such as Gram-Sabhas, World Youth Skill Day etc. and other such events organized at District and Staff level.
- Publications (Coffee Table Books, Success story Book, Scheme wise details, SDC Branding guidelines for all the schemes under RSLDC & ITI), Newsletters, Rojgar Sandesh, Leaflets and other branding material etc.
- Info graphics for Social Media.
- Newspaper Advertisements.
- To Make short films/video ads/radio jingles for skill programmes.
- Any other work assigned from time to time.

TOR for Sr./Jr. Personal Assistant

- To organize meetings, draft meeting minutes, prepare letter as dictated, all communication related work.
- Manage appointments for controlling officer.
- Coordination with officers and staff of RSLDC and other government departments/corporation/Body and state secretariat.
- Any other work given by MD/GM.
- Maintaining Chairman/M D’s/FA’s Office.
- Maintaining record of incoming and outgoing files.
TOR for Systems & Network Administrator

- Will be responsible for maintaining the Internet and Local Area Network.
- Will provide technical support to MIS cell, Accounts cell, and other departments.
- Maintenance and installation of EPABX system of RSLDC office.
- Ensure the timely entry of biometric attendance of RSLDC staff.
- Will be responsible for updating and maintenance of website of RSLDC.
- Responsible for maintenance of various servers installed in RSLDC office.
- Maintenance, updating and installation of printers, Wi-Fi devices, Switches and Routers.
- Maintenance of Desktops, Laptops, Data cards and other devices.
- Maintenance of Projection systems
- Maintenance of Video conferencing system
- Shall provide need-based technical support for IT hardware.

TOR Store Keeper/Record Keeper

- For Store Keeper-Store related work, maintenance of Records.
- For Record Keeper-Proper storage and maintenance of record of files received in record section.
- All respect for Record keeper.
- Estate management, function of basic amenities and infrastructural facilities work under manager admin.

TOR for Caretaker cum Housekeeping Assistant

- Handling Office Correspondence Files, Receipt and Dispatch.
- All arrangement pertaining to Meetings organized in campus.
- Event Management
- Estate management, functioning of basic amenities and infrastructural facilities of office.
- Work under direct supervision of Store Keeper/Record Keeper/Admin. officer.
- Maintenance of Office premises.
- Housekeeping work

TOR for Despatcher

- Maintain Despatch/Receipt Registers properly and keep relevant records.
- Despatch/Receipt all letter and records.
- Distribute letters to concerned sections/employees
- Send the all Dak going out of the office and keep the records thereof.
- Maintain the record of Dak tickets/couriers.
- Handle the courier services
- Keep track of the Dak sent by speed post/courier service and files sent to other Govt. offices.

TOR for Office Associate

- Preparation of letters, orders, and other official communications.
- Maintenance of office records, files, letters, registers and information received in other electronic formats.
- Operate all office gadgets as directed.
- Any other work entrusted by controlling officer.
TOR for Office Assistant

- Preparation of letters, orders and other official communications.
- Maintenance of office records, files, letters, registers and information received in other electronic formats.
- Operate all office gadgets as directed.
- Any other work entrusted by controlling officer.

TOR for Computer Operator

- Undertake data entry, letter writing, office orders, and other communication as per order of controlling officer.
- Keeping regular record of day to day activities performed.
- Daily diary to be maintained.
- Any other work entrusted by controlling officer.

TOR for Office Boy

- To assist in smooth running of office.
- Do all delegated works.
UNDEARTAKING BY THE BIDDER

This is to certify that I/we before signing this Bid/tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them. I/We have signed all the pages in acceptance of the terms and conditions.

I/we further certify that I/we have not been debarred/ blacklisted by any department/organization/Board/undertaking/corporation of Central/State Govt.

I/We also undertake that I/We will not adopt any malpractices at any stage of bidding/execution.

Authorized Signature (In full and initials): __________________________
Name and Title of Signatory: __________________________
Name of Bidder (Firm's/Company's Name or JV's Name): __________________________
In the capacity of: __________________________
Address: __________________________
Contact Information (Phone and E-mail): __________________________

{For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}
BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,
{Bidding Authority},

____________________________________

I/ We {Name/ Designation} hereby declare/certify that {Name/ Designation} is hereby authorized to
Sign relevant documents on behalf of the company/firm in dealing with Tender with RAJASTHAN
SKILL AND LIVELIHOODS DEVELOPMENT CORPORATION, JAIPUR
He/ She is also authorized to attend meetings & submit technical & commercial information/ Clarifications as may be required by you in the course of processing the Bid. For the purpose of Validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date: 
Place: 

Verified Signature: 
Declaration by the Bidder in compliance of Section 7 of the Act

Declaration by the Bidder

In relation to my/our Proposal submitted to .................................................. (the Client) for procurement of ............................................................... in response to their Request for Proposals No............... Dated................... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;

4. I/we do not have, and our directors and officers do not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date: 
Place: 
Signature of bidder
Name:
Designation:
Address:
Performance Security
(To be given by a scheduled Bank in India or other issuer acceptable to the Procuring Entity)

Date: ____________________________ Contract Name and No.: ______________________________

WHEREAS

(Hereinafter “The Service Provider”) has undertaken, pursuant to Contract No. ______________ Dated
________________________, to provide services of service points. (Hereinafter “The Service Provider”).

And Whereas the undersigned ______________, legally domiciled in __________ [Hereinafter “The Service
Provider”], have agreed to given the service provider a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service
Provider, up to a total of ____________________________ and we undertake to pay you, upon your first written demand
declaring the service provider to be in default under the Contract, without cavil or argument, any sum or sums
within the limits of ____________________________ as aforesaid, without your needing to prove or to show grounds or reasons for
your demand or the sum specified therein.

This Security is valid until the __________ day of ____________________________.

Name __________________________________________
In the capacity of __________________________________
Signed _________________________________________
Duly authorised to sign the Security for and on behalf of ________________________________
Date ___________________________________________
Bank’s Seal _______________________________________
Annexure G: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is:

The designation and address of the Second Appellate Authority is:

(1) Filing an appeal

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings.

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:
(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the Bid process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of a procurement process;
(e) applicability of the provisions of confidentiality.

(5) Form of Appeal
(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Decel
(e) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filling appeal
(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal
(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:
(i) hear all the parties to appeal present before him; and
(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.
FORM No. 1
See rule 83
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. ..........of.............
Before the ................. (First/Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action, or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

   (Supported by an affidavit)

7. Prayer:

Place: .................
Date: .................
Appellant's Signature: .................
Annexure II: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity’s Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the same terms and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule, all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner as the notes of the Bidder, whose Bid is accepted.
Annexure 1: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall:

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) not indulge in any coercion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) not obstruct any investigation or audits of a procurement process;

(g) disclose conflict of interest, if any; and

(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any disbarment by any other procuring entity.

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
   a. have controlling partners' shareholders in common; or
   b. receive or have received any direct or indirect subsidy from any of them; or
   c. have the same legal representative for purposes of the Bid; or
   d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
   e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
   f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
   g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Dated
(Sample)
Agreement

1st Party detail

and

2nd Party detail

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) The Procuring Entity’s Letter of Acceptance (LoA) Dated ...............
   (b) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier; Dated ............
   (c) The General Conditions of Contract;
   (d) The Schedule of Supply (Annexure - A & B of Bid Document dated ............)
   (e) Instructions to Bidders;
   (f) The Notice Inviting Bids; Dated .............

In the event of any discrepancy of inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Procuring Entity to the Service Provider as indicated in this Agreement, the Service Provider hereby covenants with the Procuring Entity to provide Services and to remedy defects therein in conformity in all respects with the provisions of Contract.

3. The Procuring Entity hereby covenants to pay the Service Provider in consideration of provision of Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Central and the State Government on the day, month and year first mentioned herein before.

Signed by:
(for the Supplier
Name:
Designation:
Address:

Signed by:
(for the Procuring Entity
Name:
Designation:
Address:

Witness 1
Witness 2

Witness 1
Witness 2
Name of Work: TO provide the service of service point on job basis to RSLDC.

Note 1: /we accept all the terms and conditions of your Tender Notice referred above.

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<th>Item Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Estimated Rate in Rs.</th>
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<td>INR Zero Only</td>
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</table>

Total in Figures
Quoted Rate in Figures
Quoted Rate in Words

Note:
- This is attached here only for sample purpose. Submission of BOQ would be online only.
- Cost is inclusive of all liabilities except GST. Only GST, Service Charge will be paid in addition to service cost as mention in the bid document by RSLDC.